



SHERYL L. SPILLER
Director

County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

12860 CROSSROADS PARKWAY SOUTH • CITY OF INDUSTRY, CALIFORNIA 91746
Tel (562) 908-8400 • Fax (562) 908-0459

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

August 07, 2012

20 August 7, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO AWARD CONTRACT TO HEALTH ADVOCATES, LLC FOR
SUPPLEMENTAL SECURITY INCOME APPEALS REPRESENTATION SERVICES
(ALL DISTRICTS - 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) seeks approval of a new three-year contract with Health Advocates, LLC to provide Supplemental Security Income (SSI) appeals representation services to mentally and physically disabled General Relief (GR) and California Work Opportunities for Kids (CalWORKs) participants.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that SSI appeals representation services can be performed more economically by an independent contractor than by County employees.
2. Approve and instruct the Chairman to sign the enclosed contract (Enclosure I) with Health Advocates, LLC to provide SSI appeals representation services to GR and CalWORKs participants effective the day after Board approval or September 1, 2012, whichever is later through August 31, 2015 at an estimated contract cost of \$4,843,050 (including incentives). Funding for Fiscal Year (FY) 2012-13 is included in the DPSS FY 2012-13 Budget. Funding for future years will be included in the Department's annual budget requests.
3. Delegate authority to the Director of DPSS or her designee to prepare and execute amendments to the contract to add relevant updated terms and conditions that result in any increase or decrease of no more than ten percent of the original contract amount when the change is necessitated by additional and necessary services that are required in order to comply with changes in federal, State, or County requirements. The approval of County Counsel as to form will be obtained prior to

executing such amendments and the Director of DPSS will notify the Chief Executive Office in writing within ten business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DPSS currently contracts for SSI appeals representation services under the provisions of County Code Section 2.121 et seq. (Proposition A). The County has contracted for these services since 1991. The County, in conjunction with community advocates agreed that attorneys would better provide these services due to the complexity of SSI law. Health Advocates, LLC has provided these services since 2005.

Board approval of the recommended action will enable DPSS to continue assisting physically and mentally disabled GR and CalWORKs participants in their disability hearings before the Social Security Administration (SSA) to obtain SSI benefits.

The current contract expires on August 31, 2012, and the new contract is required to continue providing these services. The execution of a new contract will result in savings for the County as with each successful appeal, participants' transition from GR or CalWORKs benefits to SSI benefits. Since the inception of the current contract in June 2008 through February 2012, Health Advocates won 2852 SSI appeals.

The County also collects federal Interim Assistance Reimbursements (IAR) that result in additional savings. For the two year period of January 2010 through December 2011, the County collected \$31.4 million in federal IAR for GR participants, of which 23 percent or \$7,319,749 was collected due to the efforts of Health Advocates, LLC.

The recommended proposer, Health Advocates, LLC will provide professional staff to render legal services which assist disabled participants to obtain SSI benefits. Further, the recommended contract is cost effective, operationally feasible and meets all of the provisions of Proposition A.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal #1: Operational Effectiveness: Maximize the effectiveness of the process, structure, and operations to support timely delivery of customer-oriented and efficient public service.

FISCAL IMPACT/FINANCING

Compensation to the contractor is performance based. The contractor will be paid for its efforts only when the disability hearing before the SSA results in a favorable decision, and the participant is approved for SSI benefits. The contractor will be paid a flat fee of \$1,450 per SSI approval.

The estimated contract cost for the period of September 1, 2012 through August 31, 2015 is \$4,843,050, \$1,614,350 annually (including incentives). The contractor is paid a flat fee of \$1,450 per SSI approval. The contract sum also includes maximum performance incentives of \$45,000 or \$15,000 annually. When the Contractor achieves an annual approval rate of 65 percent, a \$10,000 bonus will apply, for annual approval rates of 74.99 percent or higher, a maximum bonus of \$15,000 will apply.

Services provided to CalWORKs participants are financed with CalWORKs Single Allocation funds

for an estimated annual amount of \$116,000. Services to GR participants are funded with County Services Block Grant – Health Related (CSBG-HR) and net County cost (NCC) for an estimated annual amount of \$1,483,350, of which approximately 50 percent or \$741,675, is NCC.

Annual performance incentives are split proportionately based on the percentage of CalWORKs participants and the percentage of GR participants served for the year. The cost of the performance incentives for CalWORKs participants is allocated to CalWORKs Single Allocation, and the cost of the performance incentive for GR participants is allocated 50 percent to CSBG-HR and 50 percent to NCC. Funding for this contract is included in DPSS' FY 2012-13 Budget and will be included in the Department's annual budget requests.

The Department conducted a cost analysis to ensure this contract is cost effective pursuant to Proposition A requirements. A summary of this analysis is enclosed (Enclosure II). The Auditor-Controller has approved the cost analysis that demonstrates that the contract is cost effective.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The terms and conditions of the recommended contract have been approved as to form by County Counsel. The contract contains the Board's required contract provisions, including those pertaining to consideration of qualified County employees targeted for layoffs, as well as qualified Greater Avenues for Independence/General Relief Opportunities for Work participants for employment openings, compliance with the Jury Service Ordinance, Safely Surrendered Baby Law and the Child Support program. This contract is subject to the Living Wage Program (Los Angeles County Code, Chapter 2.201). The contract will be in full compliance with all applicable federal, State and County regulations.

Health Advocates, LLC has headquarters located in Sherman Oaks, California. It has provided SSI appeals representation services for the County's GR and CalWORKs program since 2005.

County Counsel has reviewed this Board letter as to form and approved the contract as to form.

As this is a Proposition A contract, the Contractor is currently in compliance with all requirements per the Los Angeles County Code Section 2.201, Living Wage Program.

CONTRACTING PROCESS

The SSI Appeals Representation services were solicited through a competitive process under Los Angeles County Code, Chapter 2.121 et seq. On December 1, 2011, DPSS released a Request for Proposals (RFP). The RFP was posted on Los Angeles County's "Doing Business with Us" web site, the "DPSS Contracting Opportunities" web site and advertised in the following publications: Los Angeles Times, Orange County Register, Small Business Exchange, Los Angeles Sentinel, Hoy, La Opinion and several other community newspapers. The RFP was also mailed to 20 interested vendors that were on the DPSS Bidders list.

The mandatory proposer's conference was held on January 10, 2012. One proposal was received from Health Advocates, LLC. The proposal was reviewed for compliance and met the minimum mandatory requirements in the RFP. The proposal was cost effective based on the Department's Proposition A cost analysis validated by the A-C.

The proposal was evaluated by a committee consisting of three panelists, two from DPSS and one

from the Department of Mental Health, in accordance with the evaluation process identified in the RFP.

There were no protests.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action will not infringe on the role of the County in relationship to its responsibility to its residents and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County. Alternate resources are available so that services can be obtained from another source in the event of default by the contractor.

CONCLUSION

The Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter and three original signed copies of the contract to the Director of DPSS.

Respectfully submitted,



SHERYL L. SPILLER

Director

SLS:pb

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller
Deputy Chief Executive Officer

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES**



CONTRACT

BY AND BETWEEN COUNTY OF LOS ANGELES

AND

HEALTH ADVOCATES, LLC

FOR

**GENERAL RELIEF AND CALIFORNIA WORK OPPORTUNITIES AND
RESPONSIBILITY FOR KIDS
SUPPLEMENTAL SECURITY INCOME**

APPEALS REPRESENTATION SERVICES

SEPTEMBER 1, 2012

**Prepared by
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, California 91746**

77824

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
HEALTH ADVOCATES, LLC**

**FOR
GENERAL RELIEF (GR) AND CALIFORNIA WORK
OPPORTUNITIES AND RESPONSIBILITY FOR KIDS (CalWORKs)
SUPPLEMENTAL SECURITY INCOME (SSI)
APPEALS REPRESENTATION SERVICES**

This Contract and Attachments made and entered into this 7th day of August, 2012 by and between the County of Los Angeles, (hereinafter referred to as County) and Health Advocates, LLC (hereinafter referred to as Contractor). Contractor's principal place of business is located at 14721 Califa Street, Sherman Oaks, California 91411.

RECITALS

WHEREAS, the County may contract with private businesses for SSI Appeals Representation Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing SSI Appeals Representation Services; and

WHEREAS, Contractor warrants that it possess the competence, expertise and personnel necessary to provide such services, and that Contractor shall provide these services consistent with standard of care of its profession; and

WHEREAS, pursuant to the provisions of Section 17000 et seq. of the California Welfare and Institutions Code (hereafter W&IC), County provides aid to poor and indigents under County's General Relief (hereafter GR) program and California Work Opportunities and Responsibility for Kids (hereafter CalWORKs) programs; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract SSI Appeals Representation Services; and

WHEREAS, pursuant to the provisions of Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, S, T, U, V, W, and X, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Attachments, or between Attachments, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Attachments according to the following priority.

Contract Attachments

Attachment A	Statement of Work (SOW)
Attachment B	SOW Technical Exhibits
B-1	Performance Requirements Summary and Chart
B-2	Contract Discrepancy Report
B-3	Participant's Consent Form for SSI Hearing Representation
B-4	Monthly Management Report
B-5	SSI Appeals Contract Regions
B-6	List of SSA Offices of Adjudication & Appeals Review
B-7	SSA Forms
B-8	District Locations
Attachment C	Intentionally Omitted
Attachment D	Contractor Budget and Employee Benefits Sheet
Attachment E	Contractor's Staffing Plan
Attachment F	County's Administration
Attachment G	Contractor's Administration
Attachment H	Jury Service Ordinance
Attachment I	Safely Surrendered Baby Law
Attachment J	Contractor's Obligations As A "Business Associate" Under The Health Insurance Portability and Accountability Act of 1996 and The Health Information Technology for Economic and Clinical Health Act
Attachment K	Charitable Contributions Certification
Attachment L	Contractor Acknowledgment and Confidentiality Agreement

Attachment M	Contractor Employee Acknowledgment and Confidentiality Agreement
Attachment N	Defaulted Tax Program Ordinance
Attachment O	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
Attachment P	IRS Notice 1015
Attachment Q	SSI Appeals Program Invoice
Attachment R	Certificate of No Conflict of Interest
Attachment S	Familiarity with The County Lobbyist Ordinance Certification
Attachment T	Certificate Regarding Debarment, Suspension, Ineligibility Voluntary Exclusion
Attachment U	County of Los Angeles Living Wage Ordinance
Attachment V	Monthly Certification for Applicable Health Benefits Payments
Attachment W	Contractor's EEO Certification
Attachment X	Living Wage Program Payroll Statement of Compliance

This Contract and the Attachments hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 – Changes and Amendment of Terms, and signed by both parties.

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2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 **Acceptable Quality Level (AQL)**

A measure to express the allowable leeway or variance from the contract Standard, above which the County will reject a specific service. The AQL does not imply that it is acceptable to vary from the Standard, or that the Contractor may knowingly perform in a defective way. The AQL recognizes the fact of unintentional human error, and that less than Standard performance may sometimes be unintentional.

2.2 **Administrative Law Judge (ALJ)**

Attorney hired by Social Security Administration's (SSA) Office of Hearing and Appeals to conduct hearings in the denial of SSI or Disability and Health Insurance (RSDHI).

2.3 **Appeals Council**

The Appeals Council is the Office of Hearings and Appeals for the SSA. If a claimant disagrees with the hearing decision at the ALJ level they may ask for a review by Social Security's Appeals Council. The Appeals Council looks at all requests for review, but it may deny a request if it believes the hearing decision was correct. If the Appeals Council decides to review your case, it will either decide your case itself or return it to an administrative law judge for further review.

2.4 **Applicant**

A person whose application for public assistance is pending.

2.5 **Authorized Representative**

An attorney or non-attorney who has been chosen to represent an SSI applicant and who has not been disqualified from appearing as a representative with SSA.

2.6 **Auditor-Controller (A-C)**

The Los Angeles County Department designated to receive payment authorization(s) and issue checks. The A-C also performs County audit functions.

2.7 **Board of Supervisors (Board)**

The governing body of the County of Los Angeles.

2.8 **Contractor's Budget and Employee Benefits Sheet**

The document that details the Contractor's costs for providing the services, set forth in Attachment D of this Contract.

2.9 **Business Day(s)**

Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., excluding County Holidays.

2.10 **Calendar Day(s)**

All days of the week including Saturdays, Sundays and County Holidays.

2.11 **CalWORKs Program**

CalWORKs is a federal mandated public assistance program administered by the County to provide temporary financial assistance and employment services to families with minor children. Eligible families receive cash aid and Medi-Cal. CalWORKs families may be eligible for Food Stamp benefits.

2.12 **Case Number**

A unique seven-digit alphanumeric used to identify individual public assistance DPSS case records.

2.13 **Claims File**

The SSI claimant's file as prepared and maintained by SSA.

2.14 **Contract**

This agreement executed between County and Contractor.

2.15 **Contract Discrepancy Report (CDR)**

A report used by the County to record discrepancies or problems with Contractor's performance. If Contractor's performance is judged unsatisfactory, the CCA is required to forward a CDR to the Contractor for his/her response.

2.16 **Contractor**

Contractor refers to Health Advocates, LLC.

2.17 **Contract Management Division (CMD)**

The Department of Public Social Services' Division responsible for the Contract.

2.18 **Contractor's Contract Manager**

The individual designated by the Contractor to act as a liaison with the County and be responsible for the administration of the Contract operations.

2.19 **County Contract Administrator (CCA)**

The person who has the responsibility to oversee the day to day inspections and of monitoring any and all tasks, deliverables, goods, services and other work provided by the Contractor during the term of this Contract.

2.20 **County Contract Director**

The person designated by the County who has authority to make decisions for County on administrative matters relating to this Contract that cannot be resolved by the County's Contract Administrator.

2.21 **Day(s)**

Calendar day(s) unless otherwise specified.

2.22 **DEP 1002**

Is the evaluation form for Mental Disorders, that it is completed requested when DMH provides mental health services.

2.23 **Department of Public Social Services (DPSS)**

The County department responsible for providing social and financial services to eligible persons in Los Angeles County.

2.24 **Disability and Adult Programs Division (DAPD)**

Also known as the Disability Determination Service (DDS), DAPD is a Division of California Department of Social Services (CDSS) that completes medical evaluations to determine disability for Social Security Title II and XVI, and Medi-Cal.

2.25 **Disability Benefits (RSDHI or Title II)**

Social Security Disability (SSD) benefits (Retirement, Survivors, Disability and Health Insurance RSDHI) paid by the SSA under Title II of the Social Security Act. These benefits are sometimes approved for SSI applicants instead of or in addition to SSI.

2.26 **District Office**

Office housing DPSS staff that is responsible for providing social and financial services to eligible persons within a specific geographic area within Los Angeles County.

2.27 **DPSS SSI Advocate**

Also referred to as SSIMAP Advocate – DPSS SSI Advocate is a County employee responsible for assisting GR and CalWORKs Participants through the SSI application process.

2.28 **Fiscal Year**

County's Fiscal Year is a 12-month period beginning July 1st and ending the following June 30th.

2.29 **Formal Hearing**

The third level in the SSI application process in which the applicant has the right to a face-to-face appeal hearing with an ALJ.

2.30 **Federal Court Level**

The fifth level in the SSI application process should the claimant disagree with the Appeals Council's decision or if the Appeals Council decides not to review the Participant's case, Participant may file a lawsuit in a federal district court.

2.31 **General Relief (GR) Program**

A financial assistance program administered by the County for persons who are not eligible for federal or State assistance programs. The cost of this program is borne entirely by the County, and is reimbursable to the County when Participants are able to do so.

2.32 **Los Angeles Eligibility, Automated Determination, Evaluation and Reporting System (LEADER) –**

LEADER, the acronym for "Los Angeles Eligibility Automated Determination Evaluation and Reporting System" is the County's

automated, client-based, fully integrated, on-line, interactive Graphical User Interface system. LEADER automatically determines welfare eligibility and benefits calculation and issuances for CalWORKs, General Relief, CalFresh and Medi-Cal programs; provides case maintenance and supportive functions; interfaces with the GEARS System, and fiscal reporting system.

2.33 **Monthly Management Report (MMR)**

The report that the Contractor will provide to the County monthly to apprise the County of implementation progress, program accomplishments, and statistical data, consistent with the Specific Task requirements detailed in Statement of Work, Section 1.7.14.

2.34 **Participant**

A person who participates in the GR or CalWORKs Program as either an applicant or Participant.

2.35 **Performance Requirements Summary (PRS)**

A document furnished by the County (Attachment B-1) that identifies and summarizes elements of this Contract that the County will be evaluating to ensure that Contract performance Standards are met by the Contractor.

2.36 **Scope of Work/Statement of Work**

The general terms and conditions included under Attachment A of this Contract (i.e., the Contractor will provide all personnel, materials, general supervision and other items or services necessary to perform the required services).

2.37 **Social Security Administration (SSA)**

The department of the federal government responsible for the Social Security and Supplemental Security Income programs.

2.38 **Social Security Disability (SSD)**

See Disability Benefits.

2.39 **Social Security Administration (SSA) Disability Redesign**

A national initiative ("prototype") of the SSA, designed to improve services for SSI claimants by including a claimant conference prior to denial of the SSI application and eliminating the reconsideration process. SSA has indicated that this was a pilot and will be

phasing it out. No specific timeframes for the phase-out have been announced.

2.40 **Standard**

A minimum requirement set by the County for Contractor to perform a service or activity.

2.41 **Subcontract**

A written agreement in which a third party agrees to provide the services or materials necessary to fulfill the Contractor's original Contract obligations.

2.42 **Subcontractor**

Any person, entity, or organization to which Contractor proposes to delegate or has delegated any of its obligations in accordance with Section 8.0, Terms And Conditions, Subsection 8.39, Subcontracting.

2.43 **Supplemental Security Income and Medi-Cal Advocacy Program (SSIMAP)**

A County administered program that provides physically and mentally disabled GR and CalWORKs Participants with assistance through the initial phases of the SSI application process. Assistance is provided by DPSS Social Workers functioning as DPSS SSI Advocates for the Participants applying for SSI.

2.44 **SSIMAP Liaison**

The County employee assigned at designated County offices to oversee SSI Advocate activities.

2.45 **Supplemental Security Income/State Supplemental Program (SSI/SSP)**

The federal and State aid programs for needy persons who are aged, blind or disabled. The State of California provides cash (SSP) in lieu of Food Stamps in addition to the cash payment provided by the federal government. This (generally) means that an SSI Participant in California is not eligible for Food Stamps if he/she is receiving a SSP payment.

2.46 **SSI Application**

The initial application for SSI benefits or the first level of the SSI application process. SSA reviews the application to establish that

the applicant meets the financial and resource limits for SSI. The application is then forwarded to Disability Determination Services (DDS). Medical/Psychiatric evidence is reviewed to establish that a medical impairment that prevents substantial gainful activity exists for a period of 12 months or will result in the death of the applicant in that time.

2.47 **SSI Reconsideration Request**

The second level of the SSI application process, if the initial application is denied. In the Los Angeles County SSIAP, the DPSS SSI Advocate completes this request. This process does not exist in SSA Redesign (aka "Prototype") offices. In those offices, if an initial SSI application is denied, the next step is to file for a formal Appeals Hearing.

2.48 **Welfare Fraud Prevention and Investigation (WFP&I) Section**

The section within DPSS that investigates allegations of welfare fraud in the CalWORKs, CalFresh, General Relief (GR), In-Home Supportive Services (IHSS) and Refugee programs, and determines the amount of fraudulent/potential fraudulent cash overpayment or CalFresh over issuance.

2.49 **SSI Approval**

SSI Approval occurs when a Participant is found eligible for SSI or SSD RSDHI because a favorable decision has been reached as a result of the appeal process at the ALJ hearing or higher level, and is verifiable by documentation from the Social Security Administration.

2.50 **SSI Denial**

SSI Denial occurs when the Participant's appeal did not result in a favorable decision at the ALJ hearing or higher level. Cases which are denied shall not be counted as a SSI Denial when the following circumstances exist: (1) a denial was issued to the Participant at hearing by an ALJ; (2) Health Advocates previously advised the Participant to withdraw the hearing request since the case lacked legal merit; and (3) Health Advocates obtained a signed letter from the Participant prior to the hearing confirming that it was not in the legal best interest of the Participant to move forward to hearing and that a withdrawal is recommended to avoid a negative impact on the next application for benefits.

2.51 SSI Appeal Hearing Win Rate

SSI Appeal Hearing Win Rate is determined by dividing the number of SSI Approvals by the sum of the number of SSI Approvals and the number of SSI denials, for Participant cases that go to hearing during the year (September 1, through August 31). See Attachment B-1.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be from September 1, 2012, or one day following Board approval, whichever is later, and shall expire on August 31, 2015 unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The Contractor shall notify County Department of Public Social Services when this Contract is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to Department of Public Social Services at the address herein provided, Attachment F, County's Administration.
- 4.3 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

5.0 CONTRACT SUM

- 5.1 Contractor shall be paid a fixed fee of \$1,450 per SSI Approval for cases referred to Contractor during the term of the Contract. The estimated cost of the Contract is \$4,843,050 for the three year term from September 1, 2012 through August 31, 2015, which includes maximum performance incentives of \$45,000. (See Section 5.3 herein below for additional information on performance incentives.)

The estimated contract amount by County Fiscal Year shall be as follows:

September 1, 2012 – June 30, 2013	\$1,345,292
July 1, 2013 – June 30, 2014	\$1,614,350
July 1, 2014 – June 30, 2015	\$1,614,350
July 1, 2015 – August 31, 2015	\$269,058

- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 Performance Incentives and Deductions

5.3.1 Contractor shall be entitled to a performance incentive if the SSI Appeal Hearing Win Rate for the year (from September 1 through August 31) exceeds 65 percent. If the Contractor's SSI Appeal Hearing Win Rate is 74.99 percent or higher for the year, the performance incentive payment shall be \$15,000. If the Contractor's SSI Appeal Win Hearing Win Rate is less than 74.99 percent but 65 percent or greater, the incentive payment shall be \$10,000.

5.3.2 Contractor shall be subject to a performance deduction of \$5,000 if the SSI Appeal Hearing Win Rate for the year (from September 1 through August 31) is less than 50.00 percent.

5.4 No Payment for Services Provided Following Expiration/Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such

payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing SSI Appeals representation services to GR and CalWORKs participants referred by the County as specified in Attachment A, Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the fees owed to the Contractor by the County under the terms of this Contract.
- 5.5.2 The firm fixed price for the term of this Contract is \$1,450 per verified and documented SSI Approval. Contractor's invoices shall be priced and documented in accordance with this firm fixed price.
- 5.5.3 The Contractor's invoices shall contain the information set forth in Attachment Q, SSI Appeals Program Invoice. Contractor shall submit a separate invoice for GR cases and a separate invoice for CalWORKs cases.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service. Contractor shall include the following back-up documentation for each SSI Approval:

For *SSI only cases*:

- A copy of the notice approving SSI benefits as well as showing that a request for hearing was filed, and the SSI Approval notice is dated after acceptance of the case by Contractor.
- A computer printout from the SSA will suffice as an Attachment to the invoice if the notice approving SSI benefits is not available. At minimum, the printout must show that it is from SSA, the hearing date and date benefits were approved.

For *SSI/RSDHI (Retirement, Survivors, Disability and Health Insurance) combined cases*:

- A copy of the Authorization to Charge and Receive a Fee or Fee Agreement Approval form approved by the Administrative Law Judge or SSA when federal law requires a fee authorization.

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- A copy of the notice approving benefits as well as showing that a request for hearing was filed and the SSI Approval notice is dated after acceptance of the case by the Contractor.
 - A computer printout from SSA will suffice as an Attachment to the invoice if the notice approving SSI benefits is not available. At minimum, the printout must show that it is from SSA, the hearing date, and the date benefits were approved.
 - If the participant is approved for both RSDHI and SSI, it will be counted as one SSI Approval.
 - If the participant is approved for RSDHI only, it will be counted as an SSI Approval.

5.5.5 All invoices under this Contract shall be submitted in two copies to the following address:

CCA
Department of Public Social Services
Contract Management Division, Section III
12900 Crossroads Parkway South – East Annex 2nd Fl.
City of Industry, California 91746-3411

5.5.6 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the CCA prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 Local Small Business Enterprises (SBE) – Prompt Payment Program (if applicable).

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

5.5.7 County shall remit payments due Contractor to Health Advocates, LLC, EIN 68-0587145.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following subparagraphs is designated in Attachment F, County's Administration. County shall notify Contractor in writing of any change in the names or addresses shown.

6.1 County's Contract Administrator (CCA)

County will designate one staff person from DPSS who will act as the CCA. The CCA is not authorized to make any changes in the Standard Terms and Conditions of this Contract and is not authorized to obligate the County in any way whatsoever. The responsibilities of the CCA include:

- 6.1.1 Overseeing the day-to-day administration of this Contract and ensuring that the objectives of this Contract are met;
- 6.1.2 Have full authority to monitor the Contractor's performance in the daily operation of this Contract and any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor;
- 6.1.3. Provide direction to the Contractor in areas relating to policy, information and procedural requirements;
- 6.1.4 Inform the Contractor of the name, address and telephone number of the CCA in writing, at the time of award of this Contract, and at any time thereafter a change of CCA or backup is made.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Contract Manager

- 7.1.1 The Contractor's Contract Manager is designated in Attachment G, Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Manager.
- 7.1.2 The Contractor's Contract Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Contract Director and County's Contract Administrator on a regular basis.

7.2 Approval of Contractor's Staff

County reserves the right, at its sole discretion, to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Contract Manager.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.4 Background and Security Investigations

7.4.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the Contractor's staff be immediately removed from working on the County Contract at any time during the term of this Contract.

7.4.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that does not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification, if any, of the Contractor's staff, pursuant to this sub-paragraph 7.4, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, Subcontractors and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.5.3 Contractor sign and adhere to the provisions of the "Contractor Acknowledgment and Confidentiality Agreement" Attachment L.
- 7.5.4 The Contractor shall cause each employee or employee of Subcontractor performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Attachment M.
- 7.5.5 By State law, including without limitation (*W&I Code, Section 10850 et seq. and 17006*), all of the case records,

computer records, and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of Los Angeles County DPSS so designated without written authorization from DPSS.

8.0 STANDARD TERMS AND CONDITIONS

8.1 CHANGES AND AMENDMENT OF TERMS

- 8.1.1 County reserves the right to initiate Change Notices that do not affect the scope of work, term, contract sum, or payments included in this Contract. All such Change Notices shall be prepared and executed by the Contractor and by the County.
- 8.1.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and the County.
- 8.1.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County.
- 8.1.4 The County, may at its sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally

approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including

any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within 15 business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the CCA within three business days of mailing to the complainant.
- 8.5.8 Complaints by/from GR and CalWORKs Participants shall be handled in accordance with the provision of the Attachment A, Statement of Work, Section 1.3, Quality Control and Section 1.5.3 Civil Rights Complaint Procedures.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 Contractor agrees to comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

1. California Welfare & Institutions Code
2. California Department of Social Service (CDSS) Manual of Policies and Procedures
3. California Department of Social Services Operational Manual
4. Social Security Act
5. State Energy and Efficiency Plan (Title 24, California Administrative Code)
6. Clean Air Act (Section 306, 42USC 1857 (h))
7. Clean Water Act (Section 508, 33USC 1368)
8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
9. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}
10. Various State regulations and releases listed on several attached Exhibits.

8.6.2 Contractor shall maintain all licenses required to perform the Contract. Contractor shall indemnify, defend, and hold County harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the Contractor of such laws, rules, regulations, ordinances or directives, provisions, licenses and permits, including, but not limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours, and nondiscrimination Compliance with Auditor-Controller Contract Accounting and Administration Handbook.

8.6.3 These terms shall also apply to Subcontractors of County contracts.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it and its Subcontractors will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Attachment W, Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Attachment H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has

received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12 month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion that the Contractor demonstrates to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of

future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to Participants in the County's

Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW Participants by job category to the Contractor.

- 8.11.2 In the event that both laid-off County employees and GAIN/GROW Participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a non-profit corporation created by the County, or

engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the

debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the

Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than 30 days after the occurrence.
- 8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.17.1 The Contractor warrants that it and its Subcontractor fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FAIR LABOR STANDARDS

The Contractor and any Subcontractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including,

but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.19 FORCE MAJEURE

8.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.19.2 Notwithstanding the foregoing, a default by a Subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.

8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

- 8.21.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.21.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

8.22 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the

requirements specified in Sections 8.23 and 8.24 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than ten days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

CCA
Department of Public Social Services
Contract Management Division, Section III
12900 Crossroads Parkway South – East Annex 2nd Fl.
City of Industry, California 91746-3411

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.23.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.23.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten days in

advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.23.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.23.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A: VII unless otherwise approved by County.

8.23.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.23.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

8.23.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.10 Claims Made Coverage

If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.

8.23.11 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.23.12 Separation of Insured's

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.23.13 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.23.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.24 **INSURANCE COVERAGE REQUIREMENTS**

8.24.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.24.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.24.3 **Workers' Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form

WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.24.4 Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following this Contract's expiration, termination or cancellation.

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified timeframes. Should the Contractor fail to correct deficiencies within said timeframe, the Department Head, or his/her designee, may:

(a) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified timeframe. The parties hereby agree that under the

current circumstances a reasonable estimate of such damages is as specified in Attachment B, SOW Technical Exhibits, Attachment B-1, Performance Requirements Summary (PRS) Chart, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amounts. Said amounts shall be deducted from the County's payment to the Contractor; and/or

(b) Upon giving five days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.25.3 The action noted in sub-paragraph 8.25.2 shall not be construed as a penalty, but reflects the minimum reasonable adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.25.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

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- 8.27.2 The Contractor shall certify to, and comply with, the provisions of Attachment W, Contractor's EEO Certification.
- 8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.27.4 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County

that the Contractor has violated the anti-discrimination provisions of this Contract.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 671 as liquidated damages in lieu of terminating or suspending this Contract.

8.28 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict (Department) from acquiring similar, equal or like goods and/or services from other entities or sources

8.29 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the CCA any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the CCA is not able to resolve the dispute, the County Contract Director shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its

implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt, emailed or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Attachments F - County's Administration and G - Contractor's Administration. Addresses may be changed by either party giving ten days' prior written notice thereof to the other party. The Director, Department of Public Social Services or designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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- 8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.36 PUBLICITY

- 8.36.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
- The Contractor shall develop all publicity material in a professional manner; and
 - During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Program Director. The County shall not unreasonably withhold written consent.
- 8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this subparagraph 8.36 shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment records and other records including but not limited to all subcontractor agreements relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not

limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, subcontractor employment records and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2. Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.37 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.37.3 If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's

maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.37.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this sub-paragraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.38 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the

Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.39 SUBCONTRACTING

8.39.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the County** for the purposes of this sub-paragraph, County advance approval shall require a written Amendment to this Contract, which is formally approved and executed by the parties, prior to any work being done by subcontractor. Any attempt by the Contractor to subcontract without the prior approval of the County shall be deemed a material breach of this Contract. Further, after approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files. However, neither the County's failure to obtain, nor the County's receipt of, or failure to object to Contractor and Subcontractors contract shall be construed as a waiver of any of this Contract's provisions.

8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.39.3 In the event that the County should consent to subcontracting, the Contractor shall include, in all subcontracts, the following provision: *"This Contract is a subcontract under the terms of a prime Contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."*

8.39.4 When required by State regulations, subcontracts shall be advertised, competitively bid and evaluated in a manner which will meet the *California Department of Social Services Manual of Policies and Procedures (MPP)*, Sections 23-610 through 23-615.

8.39.5 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every

Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

- 8.39.6 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.39.7 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.39.8 The County Contract Director is authorized to act for and on behalf of the County with respect to approval of any Subcontractor employees.
- 8.39.9 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.39.10 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents before any Subcontractor employee may perform any work hereunder to:

CCA
Department of Public Social Services
Contract Management Division, Section III
12900 Crossroads Parkway South – East Annex 2nd Fl.
City of Industry, California 91746-3411

- 8.39.11 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documents or information provided by the Contractor, Subcontractor, its insurance brokers, shall be construed as a waiver of any of the required insurance provisions.
- 8.39.12 Pursuant to the terms of this Subsection 8.39 and any other provisions relevant to Subcontractors herein, County

consents to Contractor subcontracting work under this Contract with Leibovic Law Group, LLP.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.42 Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten calendar days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.
- After receipt of the Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three months from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine, on the basis of information available to County, the

amount, if any, due to Contractor in respect to the termination and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

- 8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.36, Record Retention & Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

- 8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Program Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.42.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

- 8.42.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor.

Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.42.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this Subsection 8.42 it is determined by the County that the Contractor was not in default under the provisions of this Subsection 8.42, or that the default was excusable under the provisions of sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subsection 8.41 - Termination for Convenience.

8.42.5 The rights and remedies of the County provided in this Subsection 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination,

the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.43.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.44 TERMINATION FOR INSOLVENCY

8.44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this subparagraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the

Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible

8.47 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.48 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 WARRANTY AGAINST CONTINGENT FEES

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.50 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it and its Subcontractor are now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.51 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor or its Subcontractor to maintain compliance with the requirements set forth in Paragraph 8.50 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.52 CHILD/ELDER ABUSE/FRAUD REPORTING

Contractor staff working on this Contract shall comply with *California Penal Code* (hereinafter "*PC*") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within 24 hours and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

Contractor staff working on this Contract shall comply with *California Welfare and Institutions Code (WIC)*, *Section 15600 et seq.* and shall report all known or suspected instances of physical

abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

Contractor staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the County. For the purpose of this Subsection Contractor staff includes Subcontractor staff.

8.53 COMPLIANCE WITH AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

Contractor and any Subcontractor shall comply, at a minimum, with the requirements set forth in the Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook which is incorporated herein by reference and available at:

www.ladpss.org/dpss/contracts.

8.54 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Attachment N, County of Los Angeles Living Wage Ordinance and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this Sub-paragraph 9.1.2 under the Contract:
 - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual, who is an employee of the Contractor under the laws of

California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two (2) meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a

County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two (2) different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (Attachment V, Monthly Certification or Applicable Health Benefits and Attachment X, Living Wage Program Payroll Statement of Compliance), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any

alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

9.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this sub-paragraph, the County shall have the rights and remedies described in this sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of

the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may

- a. Withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

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2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
- a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
 - c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

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3. Debarment. In the event the Contractor breaches a requirement of this sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202,

Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the

County that the Contractor is complying with this requirement.

9.1.11 Employee Retention Rights

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. The Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.
3. The Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor’s other employees.

9.1.12 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor’s employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective

bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 CONTRACTOR’S OBLIGATIONS AS A “BUSINESS ASSOCIATE” UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit J in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit J, Contractor’s Obligations As a “Business Associate” Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) (Business Associate Agreement). Contractor shall ensure that its Subcontractor also understand and agree to the terms of Exhibit J.

9.3 Intentionally Omitted

9.4 Intentionally Omitted

9.5 Intentionally Omitted

9.6 CONTRACTOR’S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The “Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete Attachment K, Charitable Contributions Certification, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

9.7 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 9.7.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.7.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 9.7.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 9.7.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying

department of this information prior to responding to a solicitation or accepting a contract award.

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR:
HEALTH ADVOCATES, LLC

By: _____

(Signature)

STEVE LEVINE

(Print Name)

COO

(Title)

COUNTY OF LOS ANGELES:

By: _____

Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI

Executive Officer-Clerk
of the Board of Supervisors

By: _____

Deputy

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
JOHN KRATTLI

By: _____

Allison Morse, Senior Deputy County Counsel



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

ADOPTED
BOARD OF SUPERVISORS

20

AUG 7 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: _____

Deputy

ATTACHMENT A

STATEMENT OF WORK

**STATEMENT OF WORK
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1.0 STATEMENT OF WORK

DESCRIPTION OF SERVICES

The workload, as described in the Statement of Work (SOW), is reflective of the current workload and is subject to change based on changes in federal, State or County policy regulations and requirements.

The Contractor shall provide Supplemental Security Income (SSI) hearing representation for General Relief (GR) and California Work Opportunities and Responsibility to Kids (CalWORKs) Participants in formal hearings held by a Social Security Administration (SSA) Administrative Law Judge (ALJ). Applicants who have been denied SSI benefits have the right to appeal their case before an ALJ by presenting evidence and witnesses.

DPSS' objective is to assist GR and CalWORKs Participants to transition from lower benefits received under GR (\$221), or CalWORKs (\$398 for an individual grant) compared to the \$845 SSI benefit, once SSI is awarded. Providing SSI hearing representation works to achieve that objective. SSI recipients in California also receive Medi-Cal benefits. Although CalWORKs Participants automatically receive Medi-Cal, GR Participants do not automatically receive Medi-Cal; they must apply separately for Medi-Cal benefits. Unless the Participant is aged 65 or higher, he/she must be able to prove that he/she has a permanent disability to qualify for Medi-Cal. The disability guidelines for Medi-Cal are the same as for SSI. The Disability Determination Service Division (DDSD) will not make a determination of Medi-Cal eligibility based on a disability if an SSI application for the same individual is pending a disability determination.

Although this Contract specifically addresses appeals representation at the hearing level for SSI benefits, services by the Contractor may include hearing representation at a higher level such as: Appeals Council, Federal Court of Appeals, and for Retirement, Survivors, Disability Insurance (RSDI Title II). County will only pay the contract fee for cases approved at a higher level and for RSDI Title II benefits. Any additional fee for cases approved at a higher level or for RSDI Title II approvals would be a voluntary, and require a private agreement between the GR and CalWORKs Participant and the Contractor, conforming to the fee agreement guidelines set by the SSA. The Contractor may represent the Participant in any manner not related to SSI as described in the RFP except those in which the County has an interest.

The Contractor must be able to provide services for English and non-English speaking Participants in the Participant's primary language. The most common primary languages are English, Spanish, Chinese (Cantonese and Mandarin), Tagalog, Korean, Vietnamese, Armenian, Russian, and Cambodian.

The Contractor shall provide hearing representative(s) who abide by the standards of conduct in accordance with published SSA guidelines see: <http://www.ssa.gov/representation/index.htm>).

In providing these services, the Contractor shall follow the procedures outlined in this Attachment A, Statement of Work.

1.1 SCOPE OF WORK

- 1.1.1 The Contractor shall provide SSI appeals representation services in the form described in this Statement of Work and in the Attachment B, SOW Technical Exhibits.
- 1.1.2 The Contractor shall provide all, except for those items listed in Section 1.5 (County Provided Items), materials, supervision and other items or services necessary to provide SSI hearing representation services for GR and CalWORKs Participants.
- 1.1.3 The Contractor shall perform to or exceed the standards in Attachment B, SOW Technical Exhibits, Attachment B-1, Performance Requirements Summary. The County requires Contractor to, at a minimum, achieve or exceed the SSI Appeals Hearing Win Rate greater than 54 percent on an annual basis.

Performance standards, particularly those that apply to win rates, are subject to revision by the County. The County recognizes that significant changes in SSA regulations or in the composition of the DPSS Participant population could have a significant effect on the Contractor's ability to achieve or exceed the performance standards.

- 1.1.4 Cases will be referred to the Contractor for the three year term of the Contract. All cases referred to the Contractor will remain with, and are the responsibility of, the Contractor until the SSI hearing determination is complete, even if the SSI hearing determination does not occur until well past the original three year term of the contract. If the SSI application for which the Contractor provided hearing representation at the hearing or higher court level, results in an award of SSDI, then the Contractor will be paid the firm fixed fee that was effective during the period that the Participant was referred by County to the Contractor.

1.2 PERSONNEL

1.2.1 CONTRACTOR PERSONNEL GENERAL

The County may screen the Contractor's employees, current and prospective, to ensure that an employee receiving public assistance has met his/her reporting responsibility to the County and has no access to the Contractor's records of any friends, relatives, business relations, personal acquaintance, tenant, or any individual whose relationship could possibly sway his/her conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting

computer data, and physical possession of SSI-related documents. The Contractor shall be responsible for training its staff. Specifically, the Contractor shall:

- a. Be responsible for removing any Contractor employee performing services under this Contract from the workplace within 24 hours when reasonably requested to do so by the CCA. The Contractor shall replace that employee within 20 workdays. Beginning on the 21st workday, a comprehensive corrective action plan, fiscal penalty or termination at the convenience of the County may be applied for failure to fill vacancies or to replace unacceptable staff.

The Contractor shall ensure that such individual's duties are performed satisfactorily until a replacement can be arranged. The CCA may extend the time to actually place the new employee in the vacant position, but the Contractor must request the extension of time and provide documentation of a good faith effort to find a suitable replacement.

- b. Furnish supervisory, administrative, and direct labor personnel to accomplish all work required by this Contract.
- c. Be responsible for training office staff in the use of electronic mail (e-mail) and to ensure that the e-mail account is checked at least twice daily, once in the morning and once in the afternoon, for e-mail from the CCA or DPSS' SSI Advocates. The Contractor shall maintain a valid e-mail address capable of receiving e-mail of up to at least four megabytes in size.

1.2.2 CONTRACT MANAGER

The Contractor shall provide a Contract Manager and alternate who will act as liaison with DPSS and be responsible for the overall management and coordination of this Contract. The Contract Manager and alternate shall be identified in writing prior to Contract award and at any time thereafter a change of Contract Manager or alternate is made. The Contract Manager must have a minimum of five years experience providing services similar to or the same (e.g., experience that demonstrates the ability to comply with the reporting and monitoring requirements) as the services required in this Contract. The alternate must have a minimum of three years of the experience described above. An Associate of Arts or higher business-related degree (a Bachelor Degree or higher reduces the minimum experience requirement of both the Contract Manager and alternate by one year. Specifically, the Contract Manager shall:

- a. Have full authority to act for the Contractor on all Contract matters relating to the daily operation of this Contract.

- b. Be available for eight hours a day, Monday through Friday, except County holidays. The specific hours of operation and availability are to be stated in the proposal and are subject to approval by the CCA.
- c. Be able to fluently read, write, speak, and understand English.
- d. The alternate, at a minimum, shall also meet the requirements of items b. and c. above.

1.2.3 APPEALS HEARING REPRESENTATIVES

The Contractor shall provide a Lead Appeals Hearing Representative who is a licensed attorney with a minimum, of five years of experience primarily providing hearing representation to mentally and/or physically disabled clients. The Contractor shall also provide, at a minimum, two other hearing representatives who are licensed attorneys, with a minimum of two years of experience primarily providing the same or related (e.g., medical malpractice, worker's compensation) appeals representation. Experience as an ALJ in disability-related cases will be accepted towards the experience requirements for both the Lead Appeals Representative and the other hearing representatives.

1.2.4 SUPPORT STAFF

The Contractor is also required to provide support staff to assist in providing the services required for the Contract.

1.3 QUALITY CONTROL

Contractor shall establish and utilize a written comprehensive Quality Control Plan to assure County a consistently high level of product quality and service throughout the term of this Contract.

The Plan, which is subject to approval or rejection by County, shall be submitted to the CCA on or before the Contract start date. Revisions to the Plan shall be submitted as changes occur during the term of the Contract.

METHOD

The plan shall include, but not be limited to, the following:

- a. Method for ensuring that staff rendering services under this Contract are qualified and the required staffing levels are maintained;

Method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable;

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- b. Method that the Contractor shall establish to resolve GR and CalWORKs Participants' complaints shall include, but is not limited to, documenting the date and time the problem was first identified, a clear description of the problem, the corrective action to be taken, the length of time before the corrective action was initiated along with the timeframe showing when the corrective action will be completed. The plan shall be provided to the County upon request. If the corrective action takes longer than one month to complete, a status report of the corrective action's progress shall be included in the Contractor's Monthly Management Report (MMR);

The method of continuing to provide services to the County in the event of a strike or labor action (i.e., work slowdown, sickout, etc.) of the Contractor's employees; and

- c. Method for monitoring Subcontractors, if any, for compliance and quality of services.

1.4 HOURS OF OPERATION/HOLIDAYS

The Contractor shall be available to provide SSI appeals representation services at a minimum during the following business hours, 7:30 a.m. to 5:00 p.m. Monday through Thursday and 7:30 a.m. to 12:30 p.m. on Friday, except when hearings are scheduled. The Contractor shall ensure that the Contractor's Contract Manager or designee is available to respond to any inquiries on Friday 12:30 p.m. to 5:00 p.m.

The Contractor is not required to provide services on County recognized holidays. The exception to this is if an SSI Hearing is scheduled for a day that falls on a County recognized holiday. The Contractor may reschedule the SSI Hearing to another day if the ALJ approves, but if not, then the Contractor must ensure that a representative appears for the SSI Hearing. The CCA will provide a list of the County holidays to the Contractor at the time of award of this Contract, and at the beginning of each calendar year, or when such list is available if labor negotiations are in progress that may affect the schedule.

1.5 COUNTY PROVIDED ITEMS

1.5.1 OWNERSHIP OF DATA/EQUIPMENT

All equipment purchased by the Contractor and utilizing County applications/network (LEADER) must be compatible with County's equipment.

The requirements of this Section apply to all equipment purchased for use under the Contract with a useful life of greater than one year and that the requirements apply whether the equipment is purchased with County funds by the Contractor or the County.

1.5.1.1 CCA PROCEDURES

- To meet County inventory control requirements on no less than a semi-annual basis, and throughout the term of the Contract, CCA shall conduct inventories of all equipment purchased by Contractor using County funds.
- On no less than a semi-annual basis, Contractor shall be required to provide the inventory list to the CCA.
- All equipment purchased by the Contractor utilizing County applications/network must be approved by the DPSS' Information Technology Division to ensure purchased equipment is compatible with County's equipment.

1.5.1.2 CONTRACTOR PROCEDURES

- a. Contractor shall establish and maintain an inventory to include the following:
 - Brand and model
 - Type of equipment
 - Date of purchase or delivery
 - Address location of equipment
 - Contact person's name and phone number where equipment is located
 - Cost of equipment
- b. Contractor shall update the equipment inventory on no less than a semi-annual basis and shall provide County an updated inventory list during the term of this Contract upon request.
- c. During the term of this Contract, Contractor shall request and receive prior authorization from County to purchase all equipment, supplies and materials that are necessary to perform all services required under this Contract. Such purchases shall be within the Contract budget limits.
- d. Unless applicable federal or State law requires otherwise, the County shall be sole owner of all rights, title and interest in any and all equipment purchased by the Contractor with County funds pursuant to this Contract.

- e. Upon termination or expiration of this Contract, all Contractor equipment purchased with County funds shall be retrieved by the County with an appropriate notice to the Contractor.

1.5.2 EQUIPMENT AND SUPPLIES

Subject to the network capacity, County will provide access to DPSS' LEADER system for input, inquiry, and update purposes. The County will provide vendor system access at one site per Contractor. This includes but is not limited to:

- a. The County will monitor the Contractor's usage of system.
- b. One-time training on operation and use of the DPSS' LEADER system. Additional training will be provided following any significant modifications of the LEADER system and changes in Contractor's staff.
- c. GR and CalWORKs Participants referred via LEADER or alternate manual referral method as discussed in this Section 1.7 Specific Tasks herein.
- d. This aforementioned access to LEADER is subject to change based on technological changes, which may occur prior to final Contract award, and over the life of the Contract. Changes will be made to the benefit of the County if they will result in either improvement to operating efficiency and/or cost savings to the County.
- e. The County will provide updated public awareness materials/posters regarding the Safely Surrendered Baby Law.

1.5.3 CIVIL RIGHTS COMPLAINTS PROCEDURES

Contractor shall comply with the Department's Civil Rights policy and procedures as directed by DPSS, which includes but is not limited to the following:

- 1.5.3.1 Ensure public contact staff working under this Contract attends a mandatory Civil Rights training, as provided or arranged by DPSS, and provide reports to the CCA verifying attendance of such.
- 1.5.3.2 Ensure notices and correspondences sent to Participants are in their designated primary language and provide interpreters to ensure meaningful access to services to all Participants.
- 1.5.3.3 Maintain a record of all Civil Rights materials provided by DPSS and ensure all Participants are provided with the Civil Rights materials.

1.5.3.4 Develop and operate procedures for receiving, forwarding and responding to Civil Rights complaints as follows:

- a. Provide and assist GAIN Participants with completing a Civil Rights Compliant form (PA 607, Complaint of Discriminatory Treatment) in the GAIN Participant's primary language.
- b. Maintain a log of Civil Rights complaints.
- c. CCA shall act as the Civil Rights Liaison (CRL) between the contracted agency and the CCA and the Civil Rights Section (CRS) representative.
- d. Forward all PA 607s to the CCA within two business days and maintain a copy.
- e. CCA/CRL shall not attempt to investigate Civil Rights complaints. All investigations are handled by the CRS.

1.5.4 MATERIALS

The County will provide a supply of the following materials:

- a. Civil Rights Complaint forms, PA 607, for use by referred GR and CalWORKs clients in reporting Civil Rights complaints.
- b. DPSS Operations Handbook, Section 21, Civil Rights Program; DPSS Policies.

1.5.5 TRANSPORTATION

The County will provide GR Participants with round-trip bus tokens in advance (and cash transfer, if necessary) for the purpose of going to meeting(s) with the SSI Appeals Representative or to attend an SSI Appeals Hearing. Contractor is responsible for advising the GR Participant to request transportation assistance from the referring DPSS SSI Advocate. Transportation allowance is not available for CalWORKs Participants.

1.5.6 TRAINING

The County will provide the following training:

- a. Cultural Awareness and Sensitivity Training, and materials to selected Contractor staff (Train-the-Trainer). Contractor shall then instruct all employees who may come in contact with GR or CalWORKs Participants on cultural awareness and sensitivity.
- b. Civil Rights training materials for Contractor staff as appropriate.
- c. One-time LEADER training training on operation and use of the DPSS' LEADER system.

1.6 CONTRACTOR PROVIDED ITEMS

1.6.1 OFFICE SPACE AND EQUIPMENT/SUPPLIES

The Contractor shall furnish the following equipment and supplies:

- a. The Contractor shall furnish office and with computers furniture, telephones, and all supplies necessary to perform the services required by this Statement of Work and adhere to all requirements imposed on the Contractor by this Contract.
- b. The Contractor must have a main business office located within the County of Los Angeles, with a responsible person(s) to maintain all records and reports required by the Contract.
- c. The Contractor's facilities where services shall be provided shall be accessible within one hour travel time each way, as determined by the County, by bus/public transportation from the DPSS district offices located within the boundaries of each of the Contract regions serviced by the Contractor (Attachment B, SOW Technical Exhibits, B-5, SSI Appeals-Contract Regions).
- d. If the Contractor's location(s) change, the Contractor shall provide a minimum of 30 days prior written notice to the County with justification for the move. The Contractor shall pay for all expenses of the County moving the computer equipment, and provide a dedicated electrical circuit for the County-provided computer equipment. The Contractor shall provide good cause if the prior written notice is provided less than 30 days prior to the requested change of computer location.
- e. The Contractor shall establish and maintain a valid e-mail account with a commercial vendor at his/her own expense. The Contractor shall maintain equipment and service capable of sending and receiving e-mail of at least four mb in size. The Contractor shall also maintain access to the Internet (aka World Wide Web) in order to view pertinent web pages as described in this SOW and to remain current with any SSA policy or guideline updates or changes (www.ssa.gov). The SSA's Web site provides information about SSI (Title XVI), Retirement, and Survivors and Disability Insurance Benefits (Title II).
- f. The Contractor should also refer to DPSS' SSIAP website: http://www.ladpss.org/dpss/ssiap/default_ssiap.cfm, to become familiar with the DPSS SSI Advocate procedures in initiating an SSI application.

1.6.2 SECURITY

The Contractor shall meet any security measures as required by the County to ensure the Los Angeles Eligibility Automation Determination Evaluation and Reporting System (LEADER) system is not compromised and participant information is kept confidential. The County must approve the Contractor's security measures.

1.6.3 MATERIALS

The Contractor shall post in each Contractor's facility, where they are easily accessible to employees and GR and CalWORKs Participants, Equal Employment Opportunity (EEO) and State-approved Nondiscrimination in Services notices. The Contractor may obtain EEO notices from Los Angeles District Office:

U.S. Equal Employment Opportunity Commission (EEOC)
Roybal Federal Building
255 East Temple Street, 4th Floor
Los Angeles, California 90012
Telephone: (800) 669 – 4000
info@eeoc.gov

1.6.4 TRAINING

The Contractor shall within 30 days of the start-up of the contract, and on annual basis thereafter, provide to all staff performing services under this contract the following:

- a. Child/Elder abuse and Welfare Fraud reporting responsibilities;
- b. California Safely Surrendered Baby Law;
- c. Cultural Sensitivity and Awareness, and;
- d. Civil Rights Training
- e. Employee orientation and in-service training for all staff that have direct contact with GR and CalWORKs Participants. Such training will cover all aspects of the contracted services.
- f. Training to DPSS staff on issues relating to timely referrals, hearing deadlines, regular contact and follow-up with Participants. Training shall be provided upon request by DPSS staff.

1.7 SPECIFIC TASKS

Currently, the Department's CalWORKs SSI Assistance Programs is not supported by the County's automated system, LEADER. Although the GR SSI

Assistance Program is supported by LEADER, there are times when the system will be unavailable. Therefore, all tasks hereunder pertaining to LEADER functionality for GR and CalWORKs cases will be supplemented with manual procedures, which will be provided by the County within 30 days of Contract award.

The Contractor shall be responsible for completing the following tasks:

1.7.1 IMPLEMENTATION

- a. No later than 30 calendar days after the effective date of the Contract, the Contractor shall provide to the County for approval, the final permanent locations where services will be provided. The proposal must state the general location(s) where the services will be provided if the Contractor does not already have a permanent site within the desired area. No later than 30 calendar days after the effective date of the Contract, the Contractor shall provide to the County, for approval, a copy of all forms to be used to provide SSI appeals representation services and forms which will be given to or signed by the GR or CalWORKs Participant. The Contractor shall submit copies of any proposed form changes to the County for approval before implementation. The County will approve, deny, or recommend changes within 30 days.
- b. Participants are referred to the Contractor when the DPSS SSI Advocates updates LEADER or via fax if the network is unavailable. The Contractor will update LEADER or provide the DPSS Advocate with a receipt via fax.

The DPSS SSI Advocates need to know which days and times the Contractor has designated for the referred Participants. No later than ten calendar days after execution of the Contract by the Board of Supervisor's, and monthly thereafter if there are any changes, the Contractor shall provide the County with the minimum designated blocks of times and days available to provide SSI appeals representation services. The blocks of time are to be designated as to office location, and as to which blocks are reserved for SSI hearings and which are for office appointments and inquiries.

- c. The Contractor shall maintain all records (e.g., books, documents, medical, financial) and case files at a central facility for five years after the termination of this Contract or until all audits are completed, whichever is later. The length of time maintaining and storing case files may be longer based on other government statutes, codes and/or other regulatory authority requirements.

- d. The Contractor shall establish a toll free number for Participants to call if they have any questions regarding their SSI Appeals Hearing.

1.7.2 REPRESENTATION AND REFERRAL CRITERIA

Contractor's staff shall be available to provide representation services in accordance with the location and appointment time schedule provided to the County by the Contractor, in accordance with this Statement of Work, and as the Contractor shall furnish it in the proposal.

Contractor shall accept all referrals from the County, provided the following criteria have been met:

- a. The SSI application was denied at the reconsideration level within the last 50 days (or application was denied in the case of Redesign/Prototype SSA Offices in the last 50 days) or an SSI hearing is pending. There are at least 20 workdays before the SSI hearing at the time the referral is made. The Contractor may choose to waive the 20 workday period and accept the case.
- b. The Participant has neither selected another authorized representative nor elected to represent him/herself.
- c. The Participant has requested County representation from the SSI Advocate or SSI Liaison or has contacted the Contractor directly for appeals representation. The SSI Liaison or Advocate shall normally initiate GR and CalWORKs referrals, via USPS mail, fax, or e-mail. GR referrals may be initiated through County's automated system when available. If the Participant contacts the Contractor directly, the Contractor shall contact the SSI Advocate or SSI Liaison in the District Office in which the Participant's GR or CalWORKs case is assigned, to request that the Participant be formally referred to the Contractor.
- d. The Participant meets either U.S. citizenship, or legal immigration status per SSA guidelines to be eligible for an award of SSI.
- e. The Contractor may reject a referral in instances when the above criteria is not met or when it is not possible to provide representation; e.g. other representation, self-representation, not denied at the reconsideration level, etc. The Contractor shall notify DPSS, via LEADER, and by e-mail, fax, or USPS, of those Participants who are rejected for representation and the reason for the rejection. A summary of referral rejections, with reasons provided, is to be included in the Monthly Management Report.

- f. Initially, the Contractor shall not refuse representation services based solely on insufficient medical evidence nor based on the Participant's credibility as a witness.
- g. The Contractor shall make at least three attempts to contact the Participant, if the GR or CalWORKs Participant fails to show to the first appointment.
- h. The Contractor is not to file a Request for Reconsideration application on behalf of any GR or CalWORKs Participant. If the referred case is not ready for the appeals hearing stage, the referral is to be rejected and sent back to the referring district for action.
- i. To obtain referrals on a daily basis, the SSI Hearing Representation Listing shall be printed from the LEADER automated system once it is available. Until it is available, the Contractor shall use an internal listing and scheduling system created by the Contractor and approved by the CCA. The listing shall be designed to effectively manage the data provided by the referrals from DPSS SSI Advocates. The referrals will arrive via USPS mail, fax, e-mail, or via the LEADER referral-listing component.
- j. The Contractor shall maintain an internal manual (on the Contractor's own computer workstation/network in a software application such as Microsoft WORD, Excel, Access, OpenOffice.org, etc.) listing of all referrals received as a backup to the LEADER or manual referral-listing method.

1.7.3 APPOINTMENTS

- a. The Contractor shall notify each Participant via USPS mail of the initial interview appointment. The Contractor shall mail such notice to each Participant referred within five workdays after receipt of the referral. The notice shall provide the time, date, and location of the appointment, Contractor's phone number and a list of items or documents the Participant should bring to the appointment. The list shall be comprehensive in order to minimize additional visits and mailing of documents by the Participant. A copy of this notice is to be sent to the referring DPSS SSI Advocate, who will assist the Contractor in ensuring the Participant keeps the appointment, brings the requested items or documents, as well as provide bus fare for GR Participants only. Bus fare is not available for CalWORKs Participants.
- b. Priority shall be given to those Participants who are within 20 days of the deadline for filing an appeal. The Contractor shall document the appointment time and date. The mailing of the notice shall precede the appointment by seven to 15 calendar days. If

extenuating circumstances require less advance notice, the appointment letter may be mailed less than seven days before the appointment. In such instances, the Contractor must contact the DPSS SSI Advocate by phone and e-mail (if the DPSS SSI Advocate has provided an e-mail address, if not then the Contractor may e-mail the DPSS SSI Advocate's Deputy District Director) to notify the DPSS SSI Advocate of the circumstances and to request the assistance of the Advocate to contact the Participant. The CCA will provide the Contractor DPSS contact information for DPSS SSI Advocates and Deputy District Directors after the Contract has been finalized. The Contractor may exercise his/her own discretion regarding requests for appointment rescheduling from Participants, as long as SSA deadlines for filing signed notices are not missed as a result of appointment reschedules.

- c. The Contractor shall maintain a record of all Participants referred for SSI Appeals representation and the disposition of such referrals.
- d. The Contractor shall ensure that GR or CalWORKs Participants who arrive within 15 minutes of their appointment time are seen on the same day. The Contractor shall not reschedule Participants who arrived within the above mentioned timeline to another date, unless, the Participant agrees to the new appointment date and time and SSA deadlines for filing signed notices are not missed as a result of appointment reschedules. The Participant must be afforded sufficient time to explain his/her disability, treating sources, work history and other relevant facts. The Contractor shall notify the referring DPSS SSI Advocate of any rescheduled appointments.
- e. Although appointments are to be scheduled individually with appropriate time reserved, on occasion several Participants might arrive at the Contractor's office at approximately the same time. In those circumstances, the Contractor may initially distribute general paperwork and informing notices to the group, and may give a brief explanation of the purposes and intent of the appointment to the group as a whole. The explanation must begin with a statement that each Participant will be seen individually to discuss his/her case in private. Under no circumstances is the Contractor to discuss a Participant's case in a group setting.

1.7.4 INITIAL INTERVIEW

- a. The Contractor shall conduct the initial face-to-face interview with the Participant in private. In the event that the Participant fails to appear or cooperate with the face-to-face interview, the Contractor may attempt to interview the Participant in private via a home visit, field visit, or by telephone. Failure to complete an interview shall

not preclude Contractor from moving forward with a hearing if authorized by the Participant.

- b. The Contractor must make at least three attempts to contact the Participant within 30 calendar days. The County's prior written approval is required to utilize any other methods of interviewing. At minimum, the Contractor is to make a diligent inquiry as to the nature and extent of the Participant's disability(s), treating sources, work history, and other relevant facts. The Contractor shall accept the Participant's file copies of medical or employment records the Participant provides at the initial interview and will continue to do so until the time of the hearing.

However, if the Contractor is unsuccessful locating the Participant after the third attempt, the Contractor is to inform the DPSS SSI Advocate before closing the case.

- c. The Contractor shall explain to the Participant his right to choose other representation or to represent him/herself at the hearing. The Contractor shall not suggest or make any referrals to other representatives and shall not comment favorably, or unfavorably, on the capability of the other representation the Participant is considering or has already chosen. The Contractor is permitted to counsel a Participant considering self-representation as to success rates of self-represented appellants, as well as appropriate preparation necessary for the hearing. The Contractor shall have the Participant sign the completed GR and CalWORKs Participant's Consent Form for SSI Hearing Representation, (Attachment B, SOW Technical Exhibits, Attachment B-3).
- d. The Contractor shall notify DPSS within ten days from date of knowledge, via LEADER, of those GR or CalWORKs Participants who choose other or self-representation. If LEADER is not available, the Contractor is to follow the manual notification process.
- e. The Contractor shall complete and obtain the Participant's signature on all required SSA forms. If no SSI hearing is pending, the required forms include, but are not limited to:
 - HA-501 Request for Hearing by Administrative Law Judge
 - HA-3441-BK Disability Report – APPEAL
 - SSA-1696 Appointment of Representative
 - SSA-827 Authorization for Source to Release Information to the Social Security Administration

The Contractor shall file the required SSA appeals forms with SSA in a timely manner as shown below.

- f. For GR cases only, if a mental disability is claimed as a component of the SSI application (either by itself or in conjunction with a physical disability), the Contractor shall refer the Participant to the listing provided by the County for Los Angeles County Department of Mental Health (DMH) providers for an initial evaluation as appropriate. For CalWORKs cases, if a mental disability is claimed as a component of the SSI application (either by itself or in conjunction with a physical disability), the Contractor shall refer the Participant to his/her own treating physician for an initial evaluation.

The Contractor shall include in the referral a letter to DMH or treating physician explaining the reason for the referral and a request to the clinic to delineate the particulars of the mental health condition of the Participant. The letter should focus on the nature and severity of the Participant's disability, including observed behavior and excerpts from the SSI application or request for reconsideration documents that pertain to the Participant's mental health. If DMH accepts the GR or CalWORKs Participant as a patient for treatment, after he/she has attended the first few appointments, or first appointment when necessary, the Contractor should request the completion of a DEP 1002 report in a timely manner so that it can be submitted as evidence at the hearing. Contractor shall also avail him/herself of the opportunity to qualify DMH as the treating doctor for SSA purposes to give more weight to the report.

The Contractor does not have to complete this step at the initial interview if the SSI file is not yet in the Participant's case folder; however it must be completed within 30 days of the initial interview for cases that have a mental disability component. The Contractor shall also include an original completed SSA-827 with the referral.

- g. Paragraph f. above does not apply if the Participant is already in treatment with a DMH clinic/provider. If the Participant is already in treatment, the Contractor shall request a copy of the DEP 1002 and must encourage the Participant to continue ongoing treatment. Contractor shall also avail him/herself of the opportunity to have DMH as the treating doctor of record for SSA purposes to give more weight to the report. The Contractor shall also forward a letter to the treating clinic requesting that the clinic delineate the particulars of the mental health condition of the Participant and to complete a Psychiatric Review Technique Form with a comment referring the reader to "see DEP 1002 report." The Contractor shall include in that letter a brief explanation of the guidelines established by the SSA (aka "The Blue Book") to prove a disability.

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- h. The Contractor shall obtain employment information, medical history as it pertains to disabilities and limitations, names and addresses of third party witnesses, and any other information from the Participant that may be needed to adequately represent the Participant at the hearing. This information is to be compared to the SSA file and discrepancies are to be noted and clarified prior to the hearing. The Contractor shall also obtain necessary waivers from the Participant in order to request necessary medical records or other information.
 - i. The Contractor shall initiate arrangements to interview, or obtain statements if an interview is not feasible, family members and other pertinent third party witnesses to further prepare for the hearing. The actual interviews may be scheduled for a time that is mutually convenient for the witness and the Contractor, as long as the interview and/or statement has been completed no later than one day prior to the hearing. The Contractor must request each witness who can contribute to proving the case to attend the hearing to give testimony. If more than two witnesses indicate a willingness to testify, Contractor may use his/her discretion to limit the number of witnesses at the hearing.

1.7.5 CASE RECORD

The Contractor shall create an individual folder for each Participant referred by the County. The file shall include, but not be limited to:

- Copies of contact letters.
- Request for hearing and related SSA forms.
- Correspondence to and from SSA.
- Notes taken during each interview and hearing.
- Log of length of time the Participant was seen.
- Purpose and context of each Participant contact (such as telephone calls and letters) with the appeals representative.
- Any other pertinent information and documentation related to the GR and CalWORKs Participant.
- All medical verification and documentation.

The Contractor may use his/her own discretion regarding documentation of Participant inquiries to Contractor's staff such as the non-appeals representative, the secretary, etc. The folder shall also include a Participant profile related to all factors that SSA reviews in making a

disability determination. Those factors include, but are not limited to, age, education, level of literacy, fluency in English and vocational history.

In addition to the paper file, the Contractor must maintain a computer file as back-up.

1.7.6 REQUEST SSI HEARING

- a. The Contractor shall submit the Request for Hearing (HA-501) and related forms, if required, and the Authorized Representative form to the SSA Office of Hearings and Appeals (OHA) within 60 days after the Participant's reconsideration denial date, or application denial date if the application was filed in a Redesign (aka Prototype) SSA office. The reconsideration and application denial dates are displayed on the LEADER system. The denial dates must also be noted on any manual referral system. A copy of the pertinent Notice of Denial may also be provided to the Contractor by the County's SSI Advocate upon request.
- b. In instances when the Participant or the DPSS SSI Advocate has already applied for a hearing, the Contractor will only submit the Authorized Representative form to SSA. The Request for Hearing form is not required. The Contractor must verify the pending SSI hearing by obtaining a copy of the Request for Hearing form from the Participant, the County's SSI Advocate or from SSA.
- c. The Contractor shall obtain copies of pertinent medical history records from the Participant's treating physicians and/or clinics and hospitals for the SSA file. Duplicating records already in the SSA file due to DDSD requesting them are at the discretion of the Contractor.
- d. The Contractor shall utilize existing County procedures to retrieve medical and mental health records through the Records Retrieval Request (RRR) by identifying General Relief participants who have medical and/or mental health history at one of the Departments of Health Services (DHS), Department of Mental Health (DMH) and Los Angeles Sheriff Department (LASD) facilities. The RRR criteria require that a GR participant be potentially eligible for SSI benefits; have medical/mental health records with DHS, DMH and/or LASD; and sign an "Authorization for Use and Disclosure of Protected Medical and Mental Health Information" (AUDPMMHI) form.
- e. The Contractor shall initiate and forward a RRR to the DPSS SSI Advocate for the Participants identified and shall control receipt of records.

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- f. The Contractor shall administer the Inter-departmental AUDPMMHI form which is a legal form used by DPSS, DHS, DMH and LASD and is valid for 18 months from the date it is signed by the Participant.
 - g. Any costs associated with obtaining and copying these records shall be the sole responsibility of the Contractor. Contractor shall not refer any agencies or entities to the County for payment.
 - h. For GR cases, the Contractor shall encourage the Participant to continue (or seek) medical treatment from County facilities. CalWORKs Participants receive Medi-Cal; therefore, these Participants are not referred to County facilities. The Contractor may refer the Participant, as appropriate, for additional physical and/or psychiatric examinations to be conducted by examiners who will perform such examinations on a voluntary, no-fee basis. (This provision is added to allow for such an event. At this time, the County is not aware of any medical examiners performing such examinations on a no-fee basis.) For CalWORKs cases, the Contractor shall encourage the Participant to continue to seek medical treatment from their primary physician.
 - i. The Contractor is prohibited from referring GR or CalWORKs Participants to medical examiners that will require payment from the Participant if the SSI benefits are denied. If payment would be required predicated on approval of, and receipt of the first payment for SSI; the charges shall not exceed those set forth in the California Code of Regulations, Title 8, Section 9795, Chapter 4.5, Subchapter 1, Article 5.6. The Contractor is responsible for ensuring that the medical examiner understands the limits to the charges that may be assessed to the Participant. The Contractor shall intercede on the Participant's behalf to minimize the medical examiner's charges. The Contractor shall not accept any gratuity, gift, referral fee, or any other form of compensation from the medical provider, or parties acting on behalf of the medical provider, for such referral, under penalty of immediate termination of this Contract. The County will also make a referral to the appropriate regulatory agencies if such action violates other laws, regulations, or professional standards of conduct.
 - j. The Contractor shall refer the Participant to the County for any questions regarding GR or CalWORKs financial aid/eligibility or need for supportive/social services.
 - k. The Contractor shall remain the Participant's authorized appeal representative throughout the SSI appeal process, regardless of the Participant's change in region due to a change in residence address. Additionally, the Contractor shall remain the Participant's

authorized appeals representative throughout the SSI appeal process, even if the SSI appeal process continues past the expiration of the Contract with the County. Contractor shall remain bound to the terms of the Contract so long as the Contractor represents the Participant. Contractor, upon a favorable outcome of the SSI hearing (including cases represented at Appeals Council level or higher Court), shall be paid the fixed fee that was in effect at the time that the Participant was referred to the Contractor.

1.7.7 PREPARATION OF CASE FOR HEARING

- a. The Contractor shall review the Participant's SSA claim folder (aka SSA disability folder or exhibit file) at the appropriate SSA or OHA location before the hearing and copy pertinent items as needed for the case file. All documents in the claim folder are to be reviewed by the Contractor and annotated in the Participant's case file for significant items and issues to rise at the hearing.
- b. The Contractor shall review all third party questionnaires in the SSA claim folder and follow up as needed. After reviewing the record of the Participant's initial interview, and interviews with family members and other pertinent third party witnesses, the Contractor shall obtain additional third party questionnaires that may not already be in the SSA file and review them prior to forwarding to SSA. In addition, the Contractor may prepare supporting documentation (e.g. letter to the Judge) that will supplement any incomplete or missing medical records, gaps in treatment, etc. as appropriate.
- c. The Contractor shall prepare the Participant for the hearing by:
 - Explaining the SSI hearing process.
 - Interviewing the Participant again before the hearing, creating the set of questions to be asked the Participant at the hearing and going through the entire set of questions with the Participant, as practice, at least two days before the hearing.
 - Reminding Participant of the importance of appearing at the hearing.
 - Notifying Participant to be present one hour before hearing appointment.
 - Identifying any barriers to the Participant appearing at the hearing and seeking to resolve them. If the Participant's GR

case is still open, the Participant may obtain transportation assistance from the DPSS SSI Advocate.

The Contractor shall ensure that actions listed in item c. above are addressed at each contact with the Participant.

- d. The Contractor shall hold one final meeting with the Participant and witnesses not less than two calendar days before the hearing to review items in paragraphs a. through c. (above) with the Participant and to confirm that any requested witnesses will appear and give testimony at the hearing. The questions to be asked at hearing shall be finalized at this meeting. The designated Appeals Representative shall practice these final questions with the Participant and the witness(es).
- e. The Contractor shall arrange to present expert witnesses, if needed.
- f. The Contractor shall arrange to present third party witnesses if available, to include, at a minimum, sending confirmation letters and/or making phone calls.

1.7.8 APPEALS REPRESENTATION

- a. If the Contractor believes that the existing medical record may be insufficient to prove a disability commensurate with SSA guidelines for an SSI award, he/she shall recommend the ALJ order physical and/or mental consultative examinations (CE) needed to document the Participant's disability. This step shall only be taken when there are no other medical sources sufficient to prove disability and the Participant would lose absent additional evidence of disability. SSA pays for these examinations, which are normally conducted by SSA/DDSD selected physicians. The Contractor shall request that either the Participant's treating physician conducts the examination, if the treating physician will consent to the SSA/DDSD fee schedule, or that a non-volume provider performs the examination.
- b. If SSA refers a Participant's case to their Screening Unit (consisting of SSA Attorneys and paralegals) for re-examination of the reconsideration denial, the Contractor shall work with the SSA Screening Unit to justify the Participant's eligibility for SSI. If the SSA Screening Unit deems the Participant eligible for SSI, the Contractor shall not be required to represent the Participant at a formal hearing. If the Contractor succeeds in obtaining an SSI approval for the Participant by this process, the Contractor may add this case to his/her monthly invoice as a win. If the SSA Screening Unit does not find the Participant eligible, the Contractor will

represent the participant before an ALJ in a formal hearing, as appropriate.

If SSI is denied at the hearing level, the Contractor may appeal the Participant's case to a higher level (i.e., Appeals Council, Federal Court for judicial review). If the Contractor does not offer representation at the higher levels the Contractor may subcontract this service, subject to County approval, of the referral agency. If a favorable decision is reached at the higher appeal level the Contractor will be paid the fixed fee for services rendered up to the higher level appeal, no additional fees will be paid to the Contractor by the Participant. Denials are not invoiced for payment.

The Participant may enter a separate fee agreement with the subcontractor which is no more than twenty-five percent of the past-due benefits or \$6,000, whichever is less, (SSI publication No. 05-10075). If a favorable decision is not reached the Participant will owe no out of pocket expenses.

If the Contractor does not offer representation at the higher appeal levels, and does not subcontract representation at higher appeal levels, based on the merits of the case, the Contractor may close the case.

- c. The Contractor shall comply with all instructions and deadlines set by the ALJ.

1.7.9 NOTIFICATION OF DISMISSAL

The Contractor shall notify the County via the Monthly Management Report, when any hearing is dismissed. Dismissals include cases in which the Participant failed to appear at the hearing or the Participant appears at the hearing and submits a request to withdraw his/her Request for Hearing. The Contractor must provide to the County an explanation of each dismissal and demonstrate efforts to oppose the dismissal, or in the case of the Participant requesting a withdrawal, what reason(s) the Participant gave for the withdrawal request. Dismissals should be infrequent and will be closely monitored by the CCA for appropriateness. If a case is dismissed due to a lack of medical evidence, the Contractor must provide a detailed explanation of what efforts the Contractor had made to obtain medical evidence before the hearing.

1.7.10 NOTIFICATION OF WITHDRAWAL

The Contractor shall notify the County via the Monthly Management Report, and the SSA Office of Hearings and Appeals, of his/her withdrawal as representative on behalf of the Participant. The withdrawal

reason shall be clearly stated in the report. The Contractor may not withdraw representation unless:

- a. The Participant's medical evidence will clearly result in SSI denial at the hearing that would prejudice a future filing by the Participant. Contractor must submit a detailed report to DPSS justifying withdrawals in this instance.
- b. The Participant is a resident alien who does not meet the criteria set forth by SSA for legal immigrants applying for SSI.
- c. The Participant refuses to follow through with the SSI Appeals hearing process.
- d. The Participant elects to seek other counsel or to represent him/herself.

1.7.11 HEARING DECISION

The Contractor shall retain a copy of the hearing decision and/or other SSA notices of approval/denial in the Participant's folder. The Contractor shall also enter the hearing decision data or other SSA approval/denial information on LEADER. A copy of each hearing decision shall be attached to the monthly report submitted to the County by the Contractor.

1.7.12 USE OF LEADER COMPUTER SYSTEM

- a. Contractor shall abide by and have each employee who will require access to the LEADER computer system sign a LEADER System User Security Contract.
- b. LEADER shall be used to access GR Participants' data related to the SSI application process. This information shall be used along with information from SSA to establish the Participant's current SSI status.
- c. Print "List of Referrals for SSI Hearing" on a daily basis, once the LEADER SSI Hearing Specialist Referral programming and implementation is complete. The Contractor shall use the manual referrals received by USPS mail, e-mail, or fax from the DPSS SSI Advocates to maintain an internal scheduling system until the SSI hearing specialist module is complete. Afterwards, the Contractor shall continue to maintain the manual (this may be done on a computer using appropriate software, such as Microsoft Word, Excel, Access, OpenOffice.org, Corel Office, etc.) internal scheduling system as a backup to the LEADER referral module in the event of network problems, system problems, etc.

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- d. Input updated SSI application data for each Participant within three workdays of the new data. If the system is down, the Contractor shall immediately notify the CCA and cooperate with County technical support.
 - e. Identify the GR or CalWORKs district responsible for the Participant's case, in order to communicate with the DPSS SSI Advocate.
 - f. Information related to interview and hearing results shall be inputted into LEADER, which shall include but is not limited to the following:
 - Initial Interview date.
 - Disposition of hearing representation referral.
 - Scheduled hearing date. This information shall also be input to LEADER case comments.
 - SSI application information updates.
 - No shows to Contractor appointments and to the SSI hearing.
 - Outcome of Hearing.

1.7.13 RECORDS RETENTION TASKS

The Contractor shall maintain a folder for each GR and CalWORKs Participant that contains a sufficient record of the SSI Appeals data. This includes, but is not limited to:

- Applicant's name;
- Social Security Number (SSN);
- LEADER case number;
- SSI application history;
- Interview discussion data (highlights of what was discussed in interview);
- Dates Participant and witnesses were prepared for hearing;
- Dates folder was reviewed for case management or quality control purposes;

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- Log of dates and length of time spent on the case and purpose thereof (e.g. 05/15/10: 45 minutes review of SSA CE)
 - Completed Contractor's Participant Satisfaction Questionnaire;
 - Authorization for Release of Medical Records;
 - Participant's comments; and
 - Copies of pertinent documents (medical records, hearing notices, referrals to medical providers, additional evidence submitted to SSA such as third party questionnaires).

All such records shall be available to the County upon request, primarily for purposes of Contract Monitoring.

Contractor is not required to retain copies of medical reports in Participant's file folder. Retention of copies of medical reports is at the discretion of the Contractor.

1.7.14 REPORTING TASKS

The Contractor shall submit reports, as required by the County, concerning activities as they pertain to this Contract duties and purposes contained herein as follows:

- a. The Contractor shall complete a MMR, to be submitted with the monthly invoice to the CCA by the 15th calendar day of each succeeding month, by region, Attachment B, SOW Technical Exhibits, Attachment B-4 for sample MMR format. The MMR shall summarize:
 - Statistical data regarding SSI appeals hearing representation activities processed during the report month, accompanied by a list of the Participants served.
 - Statistical data regarding SSI Appeals hearing activities, to include a list of SSI hearings held, hearing decisions received, and a separate invoice, by region, of all SSI approvals for that month.
 - A listing of unfavorable hearing decisions, with reasons for the decision and indication if Contractor will appeal the decision.
 - An explanation for each dismissal and withdrawal. Specifically, if the dismissal or withdrawal was due to a Participant's absence, why was the case dismissed or withdrawn rather than either rescheduled or held with the Participant's testimony ruled as "non-essential". If the

dismissal or withdrawal was for other reasons, the Contractor shall provide a reasonable explanation as to why the Contractor was unable to continue the case.

- A narrative, as appropriate, providing the County with suggestions or comments for improving services.
- A listing of any cases electing either self or other representation with the date that the Contractor was made aware of this election. As mentioned previously in this Contract, the Contractor is to notify the DPSS SSI Advocate of such election upon notification to the Contractor as well.
- Any other reports or information referred to in this Contract and as requested by the County.

- b. The Contractor shall complete an **Interview Disposition Report**, to be submitted with the monthly invoice to the CCA by the 15th calendar day of each succeeding month, by region. Sample Format will be provided by the County.

1.7.15 PERFORMANCE MEASURES

On an annual basis the Contractor is required to meet a 54 percent SSI Appeals Hearing Win Rate as the minimum acceptable performance standard. The Contractor shall be eligible for performance incentives when the Appeals Hearing Win Rate exceeds 65 percent as indicated in Contract, Section 5.3, Performance Incentives and Deductions and Attachment B, SOW Technical Exhibits, B-1, Performance Requirement Summary and Chart.

ATTACHMENT B

SOW TECHNICAL EXHIBITS

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ATTACHMENT B-1**PERFORMANCE REQUIREMENTS SUMMARY (PRS)****INTRODUCTION**

This Performance Requirements Summary (PRS) displays the major services that will be monitored during the term of this Contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, County's preferred method of monitoring, and the unsatisfactory performance indicator that may be assessed if the service is not satisfactorily provided.

All listings of "required service" or "Standard" used in this PRS are intended to be completely consistent with the Statement of Work, Attachment A, and are not meant to create, extend, revise, or expand any obligation of Contractor beyond that defined in the above mentioned sections. In any case of apparent inconsistency between required services or Standards as stated in the Statement of Work and Contract and this PRS, the meaning apparent in Statement of Work and Contract will normally prevail, as that is the intention of County. If any required service or Standard seems to be created in this PRS which is not set forth in Statement of Work and Sample Contract, that apparent required service or Standard will not be a requirement on Contractor and will not be the basis of the assignment of any points, unless it is clarified in the contract that will result from this RFP. However, it is the responsibility of the Contractor to point out any such inconsistencies at the time of finalization of the contract. If any discrepancies are not resolved in the final contract, then the County Contract Administrator (CCA) will determine the interpretation and clarification of the matter(s) as any arise in the course of the contract. Because the provision of services to public assistance clients is critical to the mission of DPSS, the County expects a high Standard of Contractor performance. DPSS will work with the Contractor to resolve any areas of difficulty brought to the attention of the CCA by Contractor before the allowable deviation for acceptable Standard should occur. It is the Contractor's responsibility to provide the services set forth in the Statement of Work, Attachment A; which are summarized in the PRS.

PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary Chart is part of, and is set forth in this, Attachment B-1. This chart:

1. Lists the Required Services considered most critical to acceptable contract performance (Column 1 of chart).
2. Denotes the Performance Indicators used to determine that the Standards have been met or exceeded (Column 2 of chart).

ATTACHMENT B-1 (Cont.)

3. Defines the Standard(s) of performance for SSI Appeals Representation win rate (Column 3 of chart).
4. Shows the Targeted Acceptable Quality Level (AQL) and maximum allowable degree of deviation from the SSI Appeals Hearing win rate standard that is allowed before the County grants a bonus or assesses liquidated damages (Column 4 of chart).
5. Shows the Monitoring Method or quality assurance methods the County will use to evaluate the Contractor's performance in meeting the contract requirements (Column 5 of chart).
6. Shows the Performance Incentive and Deductions for Deviations from Targeted SSI Appeals Win Rate standard (Column 6 of chart). These incentives and deductions serve as a baseline for granting bonuses or assessing liquidated damages on an annual basis.

The objective of the Contractor shall be to attain the highest win rate possible. Incentive bonuses may be granted for performance that exceeds the standards listed in the Performance Requirements Summary Chart. Deductions may be assessed for performance that is below the standard.

7. The SSI Appeals Hearing win rate will be calculated on an annual basis to allow for monthly fluctuations. Bonuses and deductions will be calculated and assessed or paid on an annual basis.

Due to the lengthy timeframes involved in the SSI Appeals process and the expected lack of significant data, bonuses and deductions for performance will not be assessed or paid based on the first six months of the Contract.

QUALITY ASSURANCE

Each month, Contractor performance will be compared to the contract standards and AQL's using the Quality Assurance Monitoring Plan (QAMP). County may use a variety of inspection methods to evaluate the Contractor's performance, including:

1. Random sampling.
2. A 100 percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semi-annually, or annually) as determined necessary to assure a sufficient evaluation of Contractor performance.
3. Review of reports and files.

ATTACHMENT B-1 (Cont.)

4. Validated complaints from DPSS districts and/or administrative staff, Welfare Fraud Prevention & Investigation, community organizations, DPSS Participants, other agencies, and County departments with whom Contractor has a relationship.
5. Scheduled and unscheduled site visits.

MONITORING

DPSS shall monitor the Contractor's performance under the contract using the quality assurance procedures as defined in the contract.

1. Performance evaluation meetings shall be held jointly by DPSS staff and the Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report is issued, and at the discretion of the CCA, a meeting shall be held within ten business days to discuss the problem related to the discrepancy.
2. Action items from any Performance Evaluation Meeting shall be prepared by the CCA and signed by the Contract Manager and CCA. Should the Contract Manager not concur with the action items, he/she may submit a written statement to the CCA within ten business days from the date of receipt of the signed minutes. The Contract Manager's written statement shall be attached to the CCA's minutes and be a part thereof. Failure to submit a written statement shall result in the acceptance of the action items as written. In an unresolved dispute, the decision of the CCA will be final.
3. Upon advance notice, either the County or the Contractor may make an auditory recording of the meeting.

CONTRACT DISCREPANCY REPORT (CDR)

Performance of a listed service is considered acceptable when the number of discrepancies found during contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL or the win rate equals or exceeds the standard. When the performance is unacceptable, the Contractor may be required to respond to a Contract Discrepancy Report (CDR) as follows:

1. Verbal notification of a contract discrepancy will be made to the Contract Manager or alternate as soon as possible whenever a contract discrepancy is identified. When possible, the problem shall be immediately resolved by the Contract Manager. The CCA will determine whether a CDR (Attachment B, SOW Technical Exhibits, Attachment B-2) will be issued.
2. If a CDR is issued, it will be mailed or hand carried, at the CCA's discretion, to the Contract Manager or alternate.

ATTACHMENT B-1 (Cont.)

3. Upon receipt of a CDR, the Contractor is required to respond in writing to the CCA within five business days acknowledging the reported discrepancies, presenting contrary evidence or providing explanation for the questioned action, and presenting a program for immediate corrective action of all failures of performance identified in the CDR within ten business days. The CCA may extend the deadlines when there are extenuating circumstances and an extension is favorable to the County.
4. The CCA will evaluate the Contractor's explanation on the CDR and if the CCA determines that the unsatisfactory performance was caused by circumstances beyond the Contractor's control and without fault or negligence by Contractor, the CCA may decline to either count such point(s) as unsatisfactory performance for the month, or assess the monetary penalty.

CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE

Determination of the number of defects that renders a service unsatisfactory:

The sample is selected at random so that it will be representative of the entire population. It is compared to the standard and conclusions are made about Contractor performance for the whole group. The random sampling plan includes the following information:

1. *Acceptable Quality Level (AQL)* - The maximum percent or number of defects that can be accepted and still meet the contract Standard for satisfactory performance;
2. *Lot Size* - the total number of unit or services to be provided;
3. *Sample Size* - the number of units to be checked in a given time period; and
4. *Acceptance/Rejection Numbers* - the numbers that indicate whether the lot is acceptable or unacceptable.

The AQL for each sampling is taken from the PRS. The lot size is determined by estimating how often Contractor will provide a service during the sample period. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample.

A sample size of 100 selected from a lot size of 1000, with an AQL of ten percent allows for ten acceptable discrepancies. If 12 discrepancies are found, the entire lot is considered unsatisfactory:

ATTACHMENT B-1 (Cont.)

- $12 \div 100$ (sample size) = 12%
- $12\% - 10\% = 2\%$ over the AQL
- $12\% \times 1000$ (lot size) = 120 (# of unacceptable discrepancies)

When services are determined to be unsatisfactorily performed in the time stipulated, County may still desire the service properly performed prior to the next scheduled performance review. Not all performance measurements are based on a sample or the above calculations. Those measurements that are based on the total number in the population (e.g. the percentage of hearings won monthly, quarterly, semi-annually or annually) are identified thusly on the Performance Requirements Summary Chart. The performance measurements of those requirements are listed in the Targeted SSI Appeals Win Rate column.

REMEDY OF DEFECTS

Notwithstanding a finding of unsatisfactory service and assessment of fiscal deductions, Contractor must, within a period specified by County, remedy any and all defects in the provision of Contractor's services and, as deemed necessary by the CCA, perform such services at an acceptable level.

UNSATISFACTORY PERFORMANCE REMEDIES

When Contractor performance does not conform to the requirements of the contract, County will have the option to apply the following non-performance remedies:

1. Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
2. Require Contractor to implement a formal corrective action plan, subject to approval by County, for systematic, deliberate misrepresentations. This does not preclude County's right to terminate any resultant contract upon 30 days written notice with or without cause, as provided Section 8.41, Termination for Convenience of this Contract.
3. Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten business days shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others because of Contractor's failure to perform said

ATTACHMENT B-1 (Cont.)

service(s), as determined by County, shall be credited to County on Contractor's future invoice.

4. Assess monetary deductions and bonuses based on the standards listed for the percentage of SSI Awards resulting from the total number of SSI Appeals Hearings as listed in the Performance Requirements Summary Chart.
5. Performance standards, particularly those that apply to win rates, are subject to revision by County. County recognizes that significant changes in SSA regulations or in the composition of the subject DPSS Participant population could significantly affect the Contractor's ability to achieve or exceed the performance standards.

PERFORMANCE REQUIREMENTS SUMMARY CHART

ATTACHMENT B-1

Required Services	Performance Indicator	Standard(s)	Monitoring Methods	SSI Appeals Win Rate	Performance Incentives and Deductions for Deviations from SSI Appeals Hearing Win Rate
Contract Section 5.3	Contractor achieves or exceeds SSI Appeals Hearing Win Rate standard	Annual basis, contractor meets or exceeds a minimum 50 percent SSI Appeals Hearing Win Rate standard. $\frac{\text{Rate standard. Appeals Hearing Win}}{\text{Win Rate is determined by dividing the number of wins by the sum of the number of wins and the number of losses for wins and losses initiated during the contract term.}}$ The formula: $\frac{\# \text{ of wins}}{\# \text{ wins} + \# \text{ losses}}$ Dismissals and Withdrawals are not factored into the formula. They are reviewed separately by the CCA.	Annual review of Monthly Reports and Contractor invoices.	74.99% or Higher	BONUS - \$15,000 bonus to be added to next invoice payment. BONUS - \$10,000 bonus to be added to next invoice payment.
Section 1.1 (Scope of Work) and Section 1.7.15	Contractor achieves or exceeds SSI Appeals Hearing Win Rate standard	Win Rate is determined by dividing the number of wins by the sum of the number of wins and the number of losses for wins and losses initiated during the contract term. $\frac{\# \text{ of wins}}{\# \text{ wins} + \# \text{ losses}}$ Dismissals and Withdrawals are not factored into the formula. They are reviewed separately by the CCA.	Annual review of Monthly Reports and Contractor invoices.	Less than 64.99% but greater than 54%	Minimum acceptable performance.
				50% To 54%	Contractor must submit action plan to improve SSI Appeals Hearing Win Rate and is put on notice that Contract may be subject to cancellation if performance does not improve.
				Less than 50%	Contractor assessed a \$5,000 deduction against next invoice payment for failure to meet minimal performance standard. Contractor must submit action plan to improve win rate and is put on notice that Contract may be subject to cancellation if performance does not improve.

PERFORMANCE REQUIREMENTS SUMMARY CHART

ATTACHMENT B-1

Required Services	Performance Indicator	Standard(s)	Targeted Quality Acceptable Level (AQL)	Monitoring Methods	Fiscal Deductions
Contractor Personnel – General SOW Sec. 1.2.2	a. Ensures that employees receiving public assistance has no access to the Contractor's records of any friends, relatives, business relations, personal acquaintances, tenant or an individual could sway conduct or performance on the job. b. Ensures the Contract Manager and alternate meet the required qualification.	a. When reasonably requested by CCA, requires Contractor to remove an employee within 24 hours and replaced the employee within 20 workdays. Exception: Contractor requests an extension and provides documentation of good faith effort to find a suitable replacement. b. Contract Manager and Alternate meet the minimum five and two (years of experience, respectively. c. Lead Appeals Hearing Representatives and Appeal licensed attorneys and have five and two years experience, respectively.	100.0%	Receipt and review of staff resumes, review of records. Substantiated user complaint or on-site investigation.	a. Failure to fill vacancies or to replace unacceptable staff, \$25 per occurrence beginning the 21 st workday. b. For each resume that indicates staff member does not meet criteria or contains inaccurate data. \$50.00 per occurrence c. Appeals Hearing Representatives did not meet the minimum requirements \$50.00 per occurrence

ATTACHMENT B-1

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PERFORMANCE REQUIREMENTS SUMMARY CHART

Required Services	Performance Indicator	Standard(s)	Targeted Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions
Quality Control Plan SOW Sec. 1.3	Ensures that the Contractor establishes as uses a Quality Control (QC) Plan approved by the County.	a. Requires Contractor to provide a QC plan on Contract start date. b. Requires Contractor to comply with County approved plan.	100% Review of revised plan.	Semi-Annual review for compliance with the QC Plan.	a. Late or incomplete QC Plan \$500 b. \$50 a day
Contract Discrepancy Reports (CDR) SOW Technical Exhibit Attachment B-2	Ensures that the Contract Manager responds to a formal contract discrepancy within five business days and submits a corrective action plan within ten business days.	Requires a response within specific timeframes upon notification of a CDR.	100%	Substantiated user complaint or on-site investigation.	\$100 deducted per day that the corrective action plan is past due.
Hours of Operation SOW Sec. 1.4	a. At a minimum provide SSI appeals representation services Monday through Thursday from 7:30 a.m. to 5:00 p.m. and Friday from 7:30 a.m. to 12:30 p.m. b. Ensures that Attorneys appears for scheduled hearings.	a. Requires direct services be performed during the required hours of operation. Note: Contractor may have County-approved added optional business hours. b. Requires Hearing Representatives (Attorneys) appear at scheduled hearings. Exception: Hearings that fall on County recognized holidays may be rescheduled with ALJ approval.	100%	User complaint Semi-annual review of On-site investigation.	Contractor Attorney does not appear for SSI hearing and neglected to reschedule. \$ 100.00 deduction
Contractor Provided Items SOW Sec.1.5	Ensures that Contractor furnishes appropriate office equipment, internet, and e-mail services. Ensures that the office is located within Los Angeles County and within one hour travel distance from the DPSS District office located within the regional boundaries.	Equipment, service and office locations are sufficient to perform services under this contract.	100%	Semi-annual review of a random sample of records, or investigation on-site.	\$50 deduction per day if equipment and services not furnished.
					\$50 deduction per day for each that the office location is not within regional DPSS District office.

ATTACHMENT B-1

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PERFORMANCE REQUIREMENTS SUMMARY CHART

Required Services	Performance Indicator	Standard(s)	Targeted Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions
Sec. 1.7.3 Appointments	Ensures Contractor staff is available for appointments, send timely notifications and see Participants within 15 minutes of the scheduled appointments.	All appropriate referrals seen in a timely manner with records maintained.	100%	Semi-annual review of a random sample of records, substantiated user complaint, on-site investigation.	\$25 deduction for each occurrence.
	Ensures Contractor maintain records of all referrals, and the disposition.				\$25 deduction for each occurrence.
Case Record & Retention Sec. 1.7.5 Sec. 1.7.13	Ensures Contractor complies with case record maintenance requirements.	Requires Contractor to create an individual folder for each Participant and ensure that the case file is properly documented and prepared for the SSI hearing.	100%	Semi-annual review of a random sample of records, substantiated user complaint, on-site investigation.	\$25 deducted per each deficiency in case records.
Initial Interview Sec.1.7.4	Ensures that the Contactor makes diligent efforts to conduct the interview and at least three attempts to reach the Participant.	Requires at least three attempts to contact Participants within 30 days.	100%	Semi-annual review of a random sample of records, substantiated user complaint, on-site investigation.	
Notifications Sec. 1.6.9 and 1.8.10	Ensures Contractor notifies the County of case dismissals, withdrawals or hearing decisions.	Contractor sends notices in a timely manner with the appropriate annotations as described in these sections.	100%	Semi-annual review of records, on-site investigation.	\$50 for each notice not sent timely.

ATTACHMENT B-1

PERFORMANCE REQUIREMENTS SUMMARY CHART

Required Services	Performance Indicator	Standard(s)	Targeted Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions
Use of LEADER Computer System	Ensures Contractor staff who have access to LEADER system has completed LEADER System User System Security Agreement. SSI appeals data is to be updated in LEADER within three (3) days.	LEADER User System Security Contracts signed by Contractor staff with LEADER access and kept on file. All appropriate data entered in a timely manner.	100%	Random sample, semi-annual review of records, on-site investigation.	\$25 deducted per case not updated in LEADER. 1 \$25 deducted for each occurrence of unauthorized use of LEADER data.
Section 1.7.12					
Reporting Tasks	Ensures MMR and Invoice is submitted timely.	Requires MMR be submitted by the 15 th day following reporting month.	100%	Monthly review of records submit and deadlines.	\$25 deducted per day late.
Section 1.7.14					
Reporting Tasks	Report format follows SOW Technical Exhibits, Attachment B-4.	MMR contains complete and accurate report of monthly operations.	95%	Monthly review of records submit and deadlines.	\$50 deducted per incomplete MMR.

¹ The requirement to update LEADER shall not be enforced until such time as Contractor staff have the ability to do so including training, authorization, and set-up to access participant records on LEADER.

ATTACHMENT B-2
CONTRACT DISCREPANCY REPORT

TO:

FROM:

Date Prepared: _____

Date Returned by Contractor: _____

Date Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

ATTACHMENT B-3**GENERAL RELIEF/CalWORKs PARTICIPANT'S CONSENT FORM FOR
SSI HEARING REPRESENTATION**

Case Name: _____ Social Security Number: _____

Case Number: _____

I, (Name), **UNDERSTAND THAT** I have the right to have anyone of my choice represent me for my Supplemental Security Income (SSI) formal hearing before the Social Security Administration to appeal the denial of my application for SSI assistance.

Check one:

☐ **INDEPENDENTLY OBTAINED AUTHORIZED REPRESENTATIVE**

I choose to have someone other than _____ to represent me for the SSI formal hearing. I understand I can obtain referrals for representation by contacting: Social Security Administration 1-800-772-1213, Lawyer Referral and Information Services for the Los Angeles County Bar Association (213) 243-1525, or Legal Aid Foundation of Los Angeles 1-800-399-4529. I also understand that I am responsible for payment of any and all fees if I choose to use another representative.

☐ **AUTHORIZED REPRESENTATIVE CONTRACTED BY LOS ANGELES COUNTY**

I authorize _____ to represent me in the SSI formal hearing. I **UNDERSTAND THAT I HAVE THE RIGHT TO DISMISS THE COUNTY REPRESENTATIVE. I UNDERSTAND THAT THERE IS NO COST TO ME FOR THIS SERVICE.**

I have the responsibility to immediately notify my authorized representative if I decide to dismiss him/her as my representative. I understand that Social Security regulations require me to notify the Social Security Administration in writing of any change in my representative.

I HAVE READ AND UNDERSTAND THE ABOVE.

SIGNATURE_____
DATE

ATTACHMENT B-4

SSI APPEALS PROGRAM
MONTHLY MANAGEMENT REPORT☐ GENERAL RELIEF☐ CALWORKS

Month/Year _____ Region _____

Contractor's Signature Date _____

1. Number of pending cases from previous month's report
(#11 from previous month's report) _____
2. Number of new referrals received this month _____
3. TOTAL CASES ON HAND (1+2) _____
4. Number of "No Shows" at initial interview _____
5. Number of cases withdrawn for the month (a+b+c) _____
 - (a) Number of Other Reps. _____
 - (b) Number of Self-Reps. _____
 - (c) Other (explain:_____) _____
6. Number of cases dismissed at hearing (a+b+c) _____
 - (a) Participant failed to appear
at hearing _____
 - (b) Participant requested at hearing
to withdraw Request for Hearing _____
 - (c) Other (explain:_____) _____
7. Number of final decisions at the hearing level
received this month (a+d) _____
 - (a) Number of Approvals _____
 - (b) Number of Denials (Less) _____
 - (c) Number of Denials Appealed _____
 - (d) Net Denials _____

ATTACHMENT B-4**SSI APPEALS PROGRAM
MONTHLY MANAGEMENT REPORT**☐ **GENERAL RELIEF**☐ **CALWORKS**

Region _____

Month/Year _____

8. Number of final decisions at the Appeals Council level received this month (a+d) _____
- (a) Number of Approvals _____
- (b) Number of Denials (Less) _____
- (c) Number of Denials Appealed _____
- (d) Net Denials _____
9. Number of final decisions at the Federal Court level received this month (a+b) _____
- (a) Number of Approvals _____
- (b) Number of Denials _____
10. TOTAL NUMBER OF DISPOSITIONS AS OF LAST DAY OF MONTH (4+5+6+7+8+9) _____
11. Number of cases pending (3-10) _____

ATTACHMENT B-4

Page 3 of 5

**SSI APPEALS PROGRAM
MONTHLY MANAGEMENT REPORT**☐ **GENERAL RELIEF**☐ **CalWORKS****12. FINAL DISPOSITION OF CASES THIS MONTH (MUST EQUAL #10 ABOVE)**

PARTICIPANT'S NAME	SOCIAL SECURITY NUMBER	DPSS CASE NUMBER	DATE OF SSI HEARING	HEARING DISPOSITION (i.e., Approval, Denial, Dismissal, Withdrawal, Other) Attach Explanations for Dismissal, Withdrawal and Other
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				

ATTACHMENT B-4

Page 4 of 5

**SSI APPEALS PROGRAM
MONTHLY MANAGEMENT REPORT**☐ **GENERAL RELIEF**☐ **CALWORKS**

13. HEARINGS HELD THIS MONTH

PARTICIPANT'S NAME	SOCIAL SECURITY NUMBER	DPSS CASE NUMBER	SSI HEARING DATE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
21.			
22.			

ATTACHMENT B-4

SSI APPEALS PROGRAM
MONTHLY MANAGEMENT REPORT☐ GENERAL RELIEF☐ CALWORKS

14. NUMBER OF "NO SHOWS" AT INITIAL INTERVIEW

PARTICIPANT'S NAME	SOCIAL SECURITY NUMBER	DPSS CASE NUMBER	SSI HEARING DATE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
21.			
22.			

ATTACHMENT B-5**SSI APPEALS - CONTRACT REGIONS****(See Following Pages for GR and CalWORKs District Office Boundaries and Map)**

REGION	DISTRICT	PROGRAM
REGION I	Civic Center 813 E. 4th Street Los Angeles, CA 90013	GR
	Metro East 2855 E. Olympic Blvd. Los Angeles, CA 90023	GR
REGION II	Wilshire Special 2415 West Sixth Street Los Angeles, CA 90057	GR AND CalWORKs
	Rancho Park 11110 W. Pico Blvd. Los Angeles, CA 90064	GR
REGION III	South Special 17600 "B" Santa Fe Rancho Dominguez, CA 90221	GR
REGION IV	Metro Special 2707 So. Grand Ave. Los Angeles, CA 90007	GR

ATTACHMENT B-5

REGION	DISTRICT	PROGRAM
REGION V	Glendale 4680 San Fernando Rd. Glendale, CA 91204	GR and CalWORKs
	Pasadena 955 N. Lake Pasadena, CA 91104	GR
REGION VI	San Gabriel Valley 3352 Aerojet Ave. El Monte, CA 91731	GR and CalWORKs
	Pomona 2040 W. Holt Ave. Pomona, CA 91768	GR
REGION VII	South Central 10728 S. Central Ave. Los Angeles, CA 90059	GR
	Southwest Special 1326 W. Imperial Hwy. Los Angeles, CA 90044	GR
REGION VIII	Lancaster 349-B East Avenue K-6 Lancaster, CA 93535	GR
	San Fernando Branch 9188 Glenoaks Sun Valley, CA 91352	GR

ATTACHMENT B-5**GR DISTRICT OFFICE BOUNDARIES - LOS ANGELES COUNTY****Region I (Civic Center and Metro East Districts)****Civic Center District**

The Civic Center District services the central Los Angeles area, including downtown skid row.

Metro East

The Metro East district boundary area includes portions of the city of Los Angeles, the cities of: Bell, Maywood, Vernon, Huntington Park, and touches the city of Monterey Park to the east, as well as the unincorporated areas.

On the north, the district extends to the San Bernardino Freeway, and to the city of South Gate on the south. The western boundaries are the Golden State Freeway, the Los Angeles River, and Alameda Avenue. The western boundaries separate the East Los Angeles community from the central and greater Los Angeles area.

Region II (Wilshire Special and Rancho Park)**Wilshire Special**

The Wilshire Special District services the communities of Echo Park, Silver Lake, Hollywood and part of central Los Angeles.

Rancho Park

The Rancho Park District serves the West Los Angeles area. The district services an area that stretches from Mulholland Drive on the north to Florence Avenue on the south and from Crenshaw Boulevard on the east to the Pacific Ocean on the west.

Region III (South Special)**South Special**

The district boundaries are Willowbrook, Huntington Park, Bell, Bell Gardens, Pico Rivera, City of Industry, Hacienda Heights, and Rowland Heights to the north, Orange County to the east, the Pacific Ocean including Santa Catalina Island to the south, and Torrance, Gardena, Hawthorne and Inglewood to the west.

Region IV (Metro Special)**Metro Special**

The district serves the South Central metropolitan area of Los Angeles.

ATTACHMENT B-5**Region V (Glendale and Pasadena)****Glendale**

The Glendale District serves the Glendale area.

Pasadena

Pasadena District serves the communities of Pasadena, South Pasadena, San Marino, Arcadia, Altadena, Sierra Madre, and Monrovia.

Region VI (San Gabriel Valley and Pomona)**San Gabriel Valley**

The district serves the communities of Alhambra, San Gabriel, and Temple City, and parts of Arcadia, El Monte, Monrovia, Monterey Park, and Rosemead.

Pomona

The district serves the communities of Pomona, Claremont, San Dimas, La Verne, Azusa, Covina, West Covina, Glendora, Walnut, Diamond Bar, and Rowland Heights.

Region VII (Southwest Special and South Central)**Southwest Special**

The district boundaries extend from the inner city to such communities as Manhattan Beach, Hermosa Beach, and Marina Del Rey.

South Central

The district serves South Central Los Angeles.

Region VIII (San Fernando Valley and Lancaster)**San Fernando Valley**

The district provides services to the San Fernando Valley.

Lancaster

The boundaries are the San Bernardino County line on the east, the Kern County line on the north, and the Ventura County line to the northwest. In addition, this district serves the Santa Clarita Valley.

ATTACHMENT B-5**DISTRICT SERVICE AREAS FOR CalWORKs SSIAP ADVOCATES*****GLENDALE**

West Los Angeles
East Valley
Lancaster/Santa Clarita
Pasadena
West Valley
Southwest Family

SAN GABRIEL VALLEY

Compton
Florence
El Monte
Pomona
Belvedere
Norwalk
Paramount

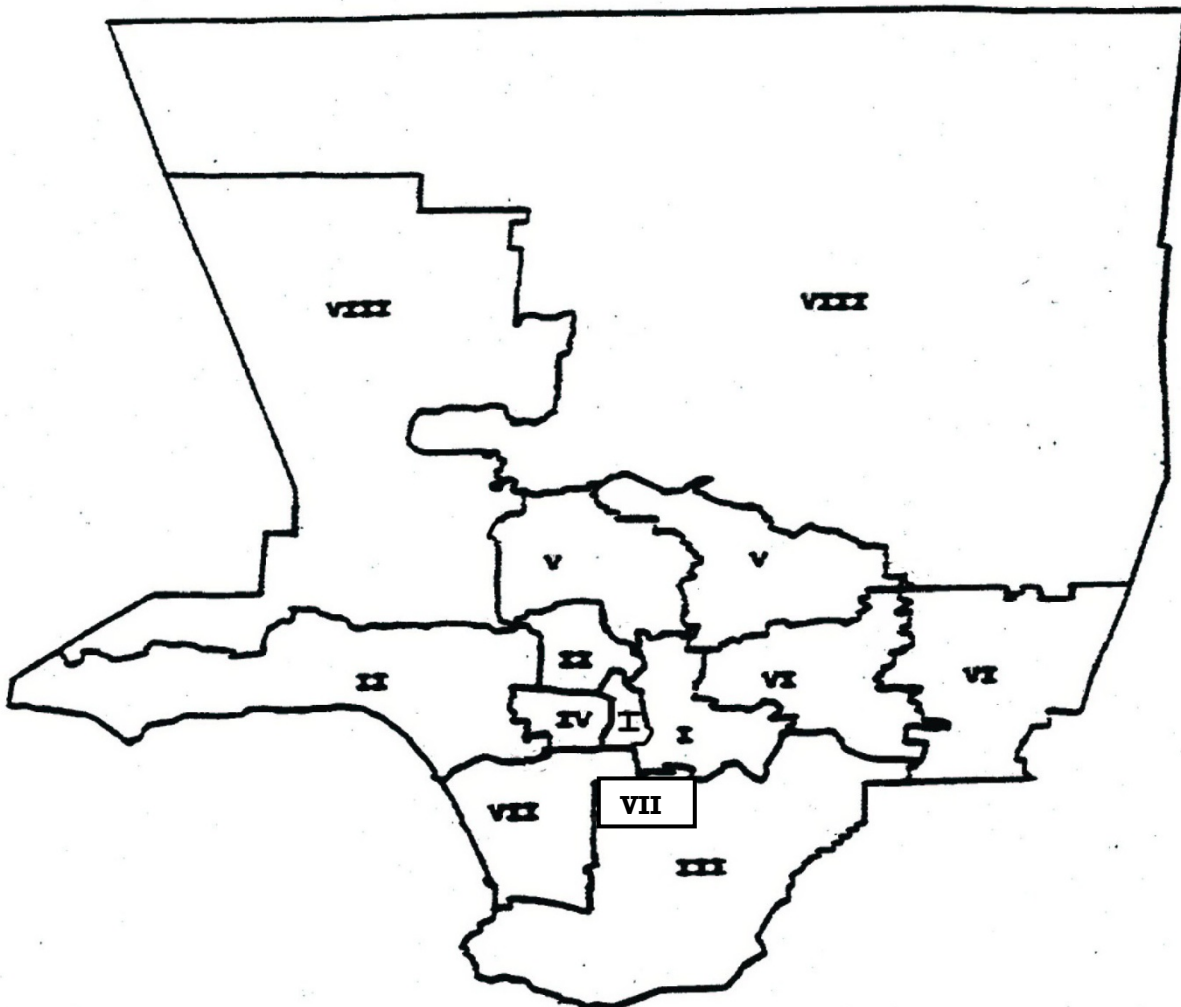
WILSHIRE SPECIAL

Metro Family
Exposition Park
South Central
Metro North
South Family
Cudahy
Metro East

*The service areas are based on the CalWORKs district offices nearest to one of the three (3) office locations of the CalWORKs SSIAP staff.

Please note: Contractor is responsible for serving Participants in their primary language (Armenian, Cambodian, Chinese [Cantonese], Spanish, and Vietnamese), although they are not in their service area. Primary languages for each district are Glendale (Armenian/Vietnamese); San Gabriel Valley (Spanish/ Cantonese); and Wilshire Special (Spanish/Cambodian).

ATTACHMENT B-5
SSI APPEALS CONTRACT REGIONS



ATTACHMENT B-6**LIST OF SSA OFFICES OF DISABILITY ADJUDICATION AND APPEALS REVIEW
(ODAR)****Office Hours 8:00 a.m. – 4:00 p.m.**

Los Angeles	City National Bank Building 606 South Olive St., Suite 1200 Los Angeles, CA 90014 (213) 894-2669 Service Area: Boyle Heights, Crenshaw, Inglewood, Downtown LA, Montebello, University Village, Wilshire Center
Downey	Downey National Bank Building 8345 Firestone Blvd., Suite 210 Downey, CA 90241 (562) 869-5889 Service Area: Compton, Downey, Huntington Park, Norwalk, South LA, and Whittier
Long Beach (Includes Lancaster)	Federal Office Building 501 West Ocean Blvd., Suite 5300 Long Beach, CA 90802 (562) 980-4116 Service Area: Lakewood, Long Beach, Torrance
Pasadena	Pasadena ODAR 800 East Colorado Blvd., Suite 500 Pasadena, CA 91101 (866) 354-0220 Service Area: Alhambra, El Monte, Glendale, Pasadena, West Covina
West Los Angeles	West Los Angeles, ODAR 12121 Wilshire Blvd., Suite 400 Los Angeles, CA 90025 (866) 748-2089 Service Area: Chatsworth, Westwood, Media Cities, Santa Clarita, Van Nuys
Santa Ana/Orange (Includes Pomona)	Centrum North 1120 W. La Veta Ave., Suite 600 Orange, CA 92668 (866) 593-1447 Service Area: Anaheim, Brea, Corona, Fountain Valley, Garden Grove, Mission Viejo, Ontario, Pomona Valley Santa Ana

ATTACHMENT B-7

SSA FORMS

Contractor shall utilize required SSA forms which include but are not limited to the following:

HA-501	Request for Hearing by Administrative Law Judge
SSA-3441-BK	Disability Report Appeal
SSA-1696	Appointment of Representative
SSA-827	Authorization for Source to Release Information to the Social Security Administration
SSA-1560	Petition to Obtain Approval for a Fee for Representing a Claimant Before the Social Security Administration
SSA	Model Fee Contract
SSA 05-10075	Your Right to Representation

The most recent version of such SSA forms are incorporated herein by reference.

**ATTACHMENT B-8
DISTRICT LOCATIONS**

REGION	DISTRICT	EXPECTED PRIMARY BILINGUAL NEEDS
REGION I	CIVIC CENTER #14 813 E. 4TH PL. LOS ANGELES 90012	ENGLISH/SPANISH
REGION I	METRO EAST #15 2855 E. OLYMPIC BLVD. LOS ANGELES 90023	ENGLISH/SPANISH
REGION II	RANCHO PARK #60 11110 W. PICO BLVD. LOS ANGELES 90064	ENGLISH/SPANISH
REGION II	WILSHIRE SPECIAL#10 2415 W. 6 TH ST. LOS ANGELES 90057	ENGLISH/SPANISH/ KOREAN/ ARMENIAN
REGION III	SOUTH SPECIAL #07 17600 "B" SANTA FE AVE. RANCHO DOMINGUEZ 90221	ENGLISH/SPANISH/KOREAN
REGION IV	METRO SPECIAL #70 2707 S. GRAND AVE. LOS ANGELES 90007	ENGLISH/ SPANISH/KOREAN
REGION V	GLENDALE #02 4680 SAN FERNANDO RD. GLENDALE 91204	ENGLISH/SPANISH/ARMENIAN
REGION V	PASADENA #03 955 N. LAKE AVE PASADENA 91104	ENGLISH/SPANISH/ARMENIAN
REGION VI	POMONA #36 2040 W. HOLT AVE. POMONA 91768	ENGLISH/SPANISH
REGION VI	SAN GABRIEL VALLEY #20 3352 AEROJET AVE. EL MONTE 91731	ENGLISH/SPANISH/VIETNAMESE/ CHINESE
REGION VII	SOUTHWEST SPECIAL #08 1326 W. IMPERIAL HWY. LOS ANGELES 90044	ENGLISH/SPANISH/VIETNAMESE
REGION VII	SOUTH CENTRAL #27 10728 S. CENTRAL AVE. LOS ANGELES 90059	ENGLISH/SPANISH
REGION VIII	LANCASTER #34 349-B EAST AVE. K-6 LANCASTER 93535	ENGLISH/SPANISH
REGION VIII	SAN FERNANDO BR. #32 9188 GLENOAKS SUN VALLEY, CA 91352	ENGLISH/SPANISH/ARMENIAN

ATTACHMENT C
INTENTIONALLY OMITTED

CONTRACTOR'S BUDGET AND EMPLOYEE BENEFITS SHEET

(This also includes Health Advocates, LLC, Subcontractor Leibovic Law Group, LLP employees)

SERVICE COST FORMAT

- ◆ **County** will note that the total costs for the services provided by **Health Advocates** in all eight (8) regions is **\$162,055**.

SSI APPEALS REPRESENTATION SERVICES BUDGET SHEET

	Grand Total	Regions							
		1	2	3	4	5	6	7	8
Payroll									
Employee Classification									
FTE	20.0	2.1	1.8	3.4	3.0	1.7	2.3	3.3	2.4
Hourly Rate	\$ 23.37	\$ 23.37	\$ 23.37	\$ 23.37	\$ 23.37	\$ 23.37	\$ 23.37	\$ 23.37	\$ 23.37
Monthly Salary	\$ 81,185.40	\$ 8,690.65	\$ 7,348.46	\$ 13,740.62	\$ 12,306.16	\$ 6,694.15	\$ 9,378.52	\$ 13,497.34	\$ 9,529.51
Total Salaries and Wages	\$ 81,185.40	\$ 8,690.65	\$ 7,348.46	\$ 13,740.62	\$ 12,306.16	\$ 6,694.15	\$ 9,378.52	\$ 13,497.34	\$ 9,529.51
Employee Benefits									
Medical Insurance									
No. of Employees	17.2	1.8	1.6	2.9	2.6	1.4	2.0	2.9	2.0
Monthly Cost per FTE	\$ 252.74	\$ 252.74	\$ 252.74	\$ 252.74	\$ 252.74	\$ 252.74	\$ 252.74	\$ 252.74	\$ 252.74
Total Monthly Cost	\$ 4,349.03	\$ 465.55	\$ 393.65	\$ 736.07	\$ 659.23	\$ 358.60	\$ 502.40	\$ 723.04	\$ 510.49
Dental Insurance									
No. of Employees	17.5	1.9	1.6	3.0	2.7	1.4	2.0	2.9	2.1
Monthly Cost per FTE	\$ 9.82	\$ 9.82	\$ 9.82	\$ 9.82	\$ 9.82	\$ 9.82	\$ 9.82	\$ 9.82	\$ 9.82
Total Monthly Cost	\$ 171.97	\$ 18.41	\$ 15.57	\$ 29.11	\$ 26.07	\$ 14.18	\$ 19.87	\$ 28.59	\$ 20.19
Life Insurance									
No. of Employees	20.0	2.1	1.8	3.4	3.0	1.7	2.3	3.3	2.4
Monthly Cost per FTE	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
Total Monthly Cost	\$ 40.09	\$ 4.29	\$ 3.63	\$ 6.78	\$ 6.08	\$ 3.31	\$ 4.63	\$ 6.66	\$ 4.71
Total Benefits	\$ 4,561.09	\$ 488.25	\$ 412.84	\$ 771.96	\$ 691.37	\$ 376.08	\$ 526.90	\$ 758.30	\$ 535.38
Payroll Taxes									
FICA	\$ 5,033.49	\$ 538.82	\$ 455.60	\$ 851.92	\$ 762.98	\$ 415.04	\$ 581.47	\$ 836.84	\$ 590.83
Medicare	\$ 1,177.19	\$ 126.01	\$ 106.55	\$ 199.24	\$ 178.44	\$ 97.07	\$ 135.99	\$ 195.71	\$ 138.18
Futa / Sui / ETT	\$ 198.76	\$ 21.28	\$ 17.99	\$ 33.64	\$ 30.13	\$ 16.39	\$ 22.96	\$ 33.04	\$ 23.33
Workers Comp	\$ 657.60	\$ 70.39	\$ 59.52	\$ 111.30	\$ 99.68	\$ 54.22	\$ 75.97	\$ 109.33	\$ 77.19
Total	\$ 7,067.04	\$ 756.51	\$ 639.67	\$ 1,196.10	\$ 1,071.23	\$ 582.71	\$ 816.38	\$ 1,174.92	\$ 829.53
Insurance/Misc. S & S									
See attached list	\$ 54,510.00	\$ 5,835.13	\$ 4,933.95	\$ 9,225.81	\$ 8,262.68	\$ 4,494.62	\$ 6,296.98	\$ 9,062.47	\$ 6,398.36
Vehicles									
Supplies									
Services									
Office Equipment									
Telephone/Utilities									
Other (please continue to list)									
Total Insurance/Misc. S & S	\$ 54,510.00	\$ 5,835.13	\$ 4,933.95	\$ 9,225.81	\$ 8,262.68	\$ 4,494.62	\$ 6,296.98	\$ 9,062.47	\$ 6,398.36
TOTAL DIRECT COSTS	\$ 147,323.53	\$ 15,770.53	\$ 13,334.93	\$ 24,934.48	\$ 22,331.43	\$ 12,147.57	\$ 17,018.77	\$ 24,493.03	\$ 17,292.78
INDIRECT COST (List all appropriate)									
General Accounting/Bookkeeping									
Management Overhead (Specify)									
Other (Specify)									
TOTAL INDIRECT COSTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DIRECT AND INDIRECT COST	\$ 147,323.53	\$ 15,770.53	\$ 13,334.93	\$ 24,934.48	\$ 22,331.43	\$ 12,147.57	\$ 17,018.77	\$ 24,493.03	\$ 17,292.78
PROFIT (Please enter percentage:10%)	\$ 14,732.35	\$ 1,577.05	\$ 1,333.49	\$ 2,493.45	\$ 2,233.14	\$ 1,214.76	\$ 1,701.88	\$ 2,449.30	\$ 1,729.28
TOTAL MONTHLY COSTS	\$ 162,055.88	\$ 17,347.58	\$ 14,668.42	\$ 27,427.93	\$ 24,564.58	\$ 13,362.33	\$ 18,720.65	\$ 26,942.33	\$ 19,022.06

EMPLOYEE BENEFITS**Medical Insurance/Health Plan:**Employer Pays \$ 252.74 Employee Pays \$ 84.25 Total Mo. Premium \$ 336.98

Annual Deductible

Employee \$ 1,000 Family \$ 2,000

Coverage (✓)

☒ Hospital Care (In Patient ☒ Out Patient ☒
☒ X-Ray and Laboratory
☒ Surgery
☒ Office Visits
☒ Pharmacy
☒ Maternity
☒ Mental Health/Chemical Dependency, In Patient
☒ Mental Health/Chemical Dependency, Out Patient

Dental Insurance:Employer Pays \$ 9.82 Employee Pays \$ 3.27 Total Mo. Premium \$ 13.09**Life Insurance:**Employer Pays \$ 2.00 Employee Pays \$ 0 Total Mo. Premium \$ 2.00**Vacation:**Number of Days 10 andAny increase after 4 years of employment, number of days or hours 15**3 Sick Leave:**Number of Days 3 andAny increase after N/A years of employment, number of days or hours _____**4 Holidays:**Number of Days 14 per year**Retirement:**Employer Pays \$ 0 Employee Pays \$ 0 Total Premium \$ 0

401(K) Plan - Discretionary Employer match of .25 on the dollar/up to 5% of eligible contributions.

EMPLOYEE BENEFITS

STAFFING PLAN

Health Advocates
14721 Califa Street
LA County DPSS (SSI Contract)

POSITION		TITLE	Work (Back-up)	Schedule	Work Schedule	Hours	Work Part	Full Time	HEALTH INS.	MO	TUE	WED	THUR	FRI	SAT	SUN	HR N	HR S	HR HRS	TOTAL HRS	NON-TOTAL	HIRE DATE	TERM DATE	Carrier	Employer Health Insurance	Employee Health Insurance	Comments
1	SSI Supervisor	7:30 - 5:00	8:75	FULL TIME	\$28.84	NO	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	2.00	04/08/12	36	04/08/12					Not yet eligible for benefits
1	Administrative Asst.	7:30 - 5:00	8:75	FULL TIME	\$16.50	YES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.2	08/29/08	38	08/29/08	WAIVED		\$0.00	\$0.00	
1	Case Manager	7:30 - 5:00	8:75	FULL TIME	\$14.85	YES	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	4.0	08/29/08	40	08/29/08	Anthem	\$252.74	\$207.16	\$94.24	\$0.00	
1	Unit Leader	7:30 - 5:00	8:75	FULL TIME	\$16.45	NO	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	4.0	03/03/08	40	03/03/08		\$0.00	\$759.05	\$94.24	\$0.00	
1	CTO	7:30 - 5:00	8:75	FULL TIME	\$62.88	YES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1	01/13/12	39	01/13/12	Anthem	\$252.74	\$207.16	\$94.24	\$0.00	
1	Courier	7:30 - 5:00	8:75	FULL TIME	\$13.00	YES	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	3	02/14/11	37	02/14/11	Kaiser	\$252.74	\$94.24	\$0.00	\$0.00	
2	Field Representative	7:30 - 5:00	8:75	FULL TIME	\$24.81	YES	8.00	0.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	10	05/18/07	19	05/18/07	Kaiser	\$252.74	\$94.24	\$0.00	\$0.00	
1	Coordinator	7:30 - 5:00	8:75	FULL TIME	\$13.00	NO	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	4.0	10/13/08	40	10/13/08		\$0.00	\$0.00	\$0.00	\$0.00	
1	Unit Leader	7:30 - 5:00	8:75	FULL TIME	\$16.07	YES	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	4.0	05/19/08	40	05/19/08	Kaiser	\$252.74	\$94.24	\$0.00	\$0.00	
1	Case Manager	7:30 - 5:00	8:75	FULL TIME	\$14.85	YES	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	4.0	06/12/06	40	06/12/06	Kaiser	\$252.74	\$94.24	\$0.00	\$0.00	
1	Case Manager	7:30 - 5:00	8:75	FULL TIME	\$16.30	YES	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	4.0	07/21/08	38	08/19/06		\$0.00	\$0.00	\$0.00	\$0.00	
1	Trainer	7:30 - 5:00	8:75	FULL TIME	\$29.33	NO	1.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2	08/19/06	38	08/19/06		\$0.00	\$0.00	\$0.00	\$0.00	
1	Recruiter	7:30 - 5:00	8:75	FULL TIME	\$20.80	YES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1	10/19/10	39	10/19/10	Kaiser	\$252.74	\$94.24	\$0.00	\$0.00	
1	Exec Assistant	7:30 - 5:00	8:75	FULL TIME	\$26.21	NO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1	10/04/04	39	10/04/04		\$0.00	\$0.00	\$0.00	\$0.00	
1	Coordinator	7:30 - 5:00	8:75	FULL TIME	\$12.45	YES	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	10	08/29/08	30	08/29/08	Kaiser	\$252.74	\$94.24	\$0.00	\$0.00	
1	Coordinator	7:30 - 5:00	8:75	FULL TIME	\$21.21	YES	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	3.2	02/24/07	13	02/24/07	Anthem	\$252.74	\$207.16	\$94.24	\$0.00	
1	Asst Supervisor	7:30 - 5:00	8:75	FULL TIME	\$41.80	YES	6.75	6.75	6.75	6.75	6.75	6.75	6.75	6.75	6.75	6.75	6.75	2.7	02/24/07	38	08/19/06	Kaiser	\$252.74	\$207.16	\$94.24	\$0.00	
1	Attorney	7:30 - 5:00	8:75	FULL TIME	\$13.00	NO	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	4.0	05/07/12	0	05/07/12	Anthem	\$252.74	\$2,407.23	\$94.24	\$0.00	Not yet eligible for benefits
1	Case Manager	7:30 - 5:00			\$13.00	NO	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	5.00	05/07/12	0	05/07/12							Not yet eligible for benefits
1	Receptionist	7:30 - 5:00	8:75	FULL TIME	\$14.00	NO	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	5	05/23/11	36	05/23/11	Kaiser	\$252.74	\$94.24	\$0.00	\$0.00	
1	Attorney	7:30 - 5:00	8:75	FULL TIME	\$27.24	YES	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	4	12/20/10	36	12/20/10	Anthem	\$252.74	\$207.16	\$94.24	\$0.00	
1	Programmer	7:30 - 5:00	8:75	FULL TIME	\$40.21	YES	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	2	03/02/09	38	03/02/09	Anthem	\$252.74	\$207.16	\$94.24	\$0.00	
1	Benefits Admin.	7:30 - 5:00	8:75	FULL TIME	\$20.60	NO	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	2	08/30/10	38	08/30/10		\$0.00	\$0.00	\$0.00	\$0.00	
1	Attorney	7:30 - 5:00	8:75	FULL TIME	\$30.60	YES	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	25	08/07/10	16	08/07/10	WAIVED		\$94.24	\$0.00	\$0.00	
1	Attorney	7:30 - 5:00	8:75	FULL TIME	\$36.77	YES	6.75	6.75	6.75	6.75	6.75	6.75	6.75	6.75	6.75	6.75	6.75	2.7	02/09/09	13	02/09/09	Kaiser	\$252.74	\$94.24	\$0.00	\$0.00	
3	Supervisor, Field Serv.	7:30 - 5:00	8:75	FULL TIME	\$38.23	YES	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1	04/11/05	39	04/11/05	Kaiser	\$252.74	\$825.59	\$94.24	\$0.00		
1	Case Manager	7:30 - 5:00	8:75	FULL TIME	\$13.66	YES	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	4.0	01/03/08	0	11/03/08	Kaiser	\$252.74	\$94.24	\$0.00	\$0.00		
1	Case Manager	7:30 - 5:00	8:75	FULL TIME	\$13.36	YES	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	4.0	02/29/11	30	04/05/83	Kaiser	\$252.74	\$94.24	\$0.00	\$0.00		
1	SSI Supervisor	7:30 - 5:00	8:75	FULL TIME	\$41.66	YES	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	10	04/05/83	30	04/05/83	Kaiser	\$252.74	\$825.59	\$94.24	\$0.00	
1	Asst Supervisor	7:30 - 5:00	8:75	FULL TIME	\$24.30	YES	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	13	04/18/01	27	04/18/01	Kaiser	\$252.74	\$825.59	\$94.24	\$0.00	
1	Courier	7:30 - 5:00	8:75	FULL TIME	\$13.00	YES	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	2.2	06/30/08	38	06/30/08	Kaiser	\$252.74	\$94.24	\$0.00	\$0.00		
1	Attorney	7:30 - 5:00	8:75	FULL TIME	\$32.88	YES	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	2.9	07/01/09	11	07/01/09	Kaiser	\$252.74	\$94.24	\$0.00	\$0.00	
1	Payroll Supervisor	7:30 - 5:00	8:75	FULL TIME	\$28.62	YES	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2	10/29/01	38	10/29/01	Kaiser	\$252.74	\$825.59	\$94.24	\$0.00	
1	Attorney	7:30 - 5:00	8:75	FULL TIME	\$28.68	YES	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	20	10/10/11	20	10/10/11	Kaiser	\$252.74	\$94.24	\$0.00	\$0.00	
1	Attorney	7:30 - 5:00	8:75	FULL TIME	\$46.55	YES	6.75	6.75	6.75	6.75	6.75	6.75	6.75	6.75	6.75	6.75	6.75	2.7	09/19/05	13	09/19/05	Anthem	\$252.74	\$207.16	\$94.24	\$0.00	
1	Billing Clerk	7:30 - 5:00	8:75	FULL TIME	\$20.56	YES	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1	01/01/00	39	01/01/00	Kaiser	\$252.74	\$488.81	\$94.24	\$0.00		
1	Case Manager	7:30 - 5:00	8:75	FULL TIME	\$16.56	YES	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	1	05/19/08	30	05/19/08	Kaiser	\$252.74	\$94.24	\$0.00	\$0.00	

Location 1 will be 14721 Califa St Sherman Oaks, CA 91411
Location 2 will be 855 Wilshire Bl, Ste. 818, Los Angeles, CA 90017
Location 3 will be 14736 Califa St, Sherman Oaks CA 91411

COUNTY’S ADMINISTRATION

CONTRACT NO: _____

COUNTY CONTRACT DIRECTOR:

Name

Title

Address

Telephone

Fax No

E-Mail Address

SUPERVISING COUNTY CONTRACT ADMINISTRATOR:

Name

Title

Address

Telephone

Fax No

E-Mail Address

COUNTY CONTRACT ADMINISTRATOR:

Name

Title

Address

Telephone

Fax No

E-Mail Address

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S AGENCY'S NAME:** _____**CONTRACT NO:** _____**CONTRACTOR'S OFFICIAL AUTHORIZED TO SIGN CONTRACT AND BIND CONTRACTOR**
Name_____
Title_____
Address_____
Telephone_____
Fax No_____
E-Mail Address**CONTRACTOR'S CONTRACT MANAGER:**_____
Name_____
Title_____
Address_____
Telephone_____
Fax No_____
E-Mail Address**Notices to Contractor shall be sent to the following:**_____
Name_____
Title_____
Address_____
Telephone_____
Fax No_____
E-Mail Address

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers whether a Contractor or Subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "Contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding 12 months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding 12 months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least twenty percent (20) owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

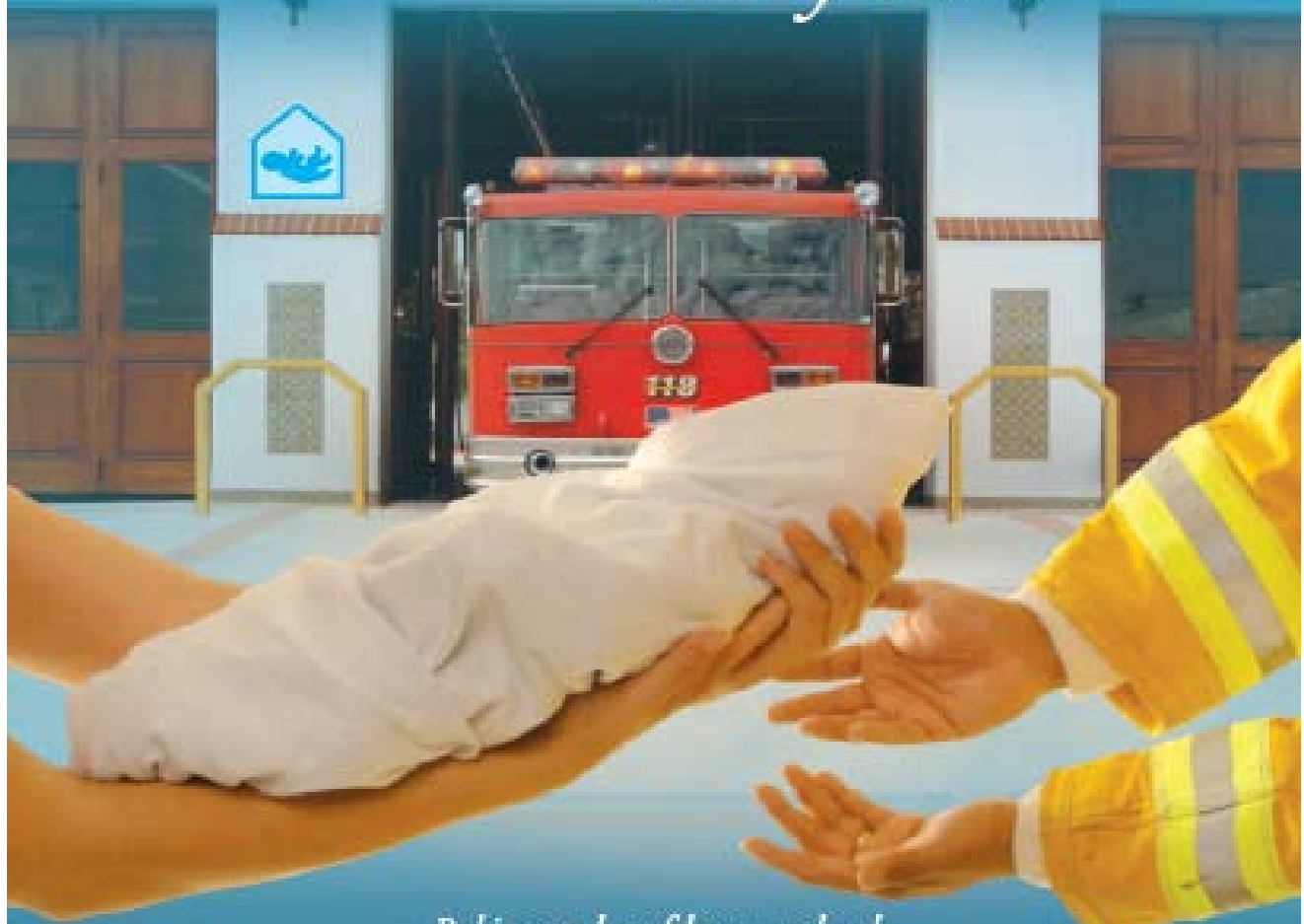
Print Name:	Title:
Signature:	Date:

Safely Surrendered Baby Law

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-5723
www.babysafe-la.org



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-8723
www.babysafe.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4088.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public restrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-225-8723

www.babysafe.org

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores sociales brindarán ayuda para poder visualizarlo. El bebé llevará un brazalete y el padre/madre o el adulto que lo entrega recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambian de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familia (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4008.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen *custodia legal*.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, los 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recibir antecedentes médicos importantes, que resulten de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviado en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un lugar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adultos hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden ir en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Una vez, probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en basos públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber escuchado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque estaban asustados y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder una tragedia en California.

Historia de un bebé

A la misma mañana del día 9 de abril de 2005, se entregó un recién nacido saludable a los enfermeros del Huber-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. La entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto servía como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del periodo de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptar por el Departamento de Servicios para Niños y Familia.



**AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A
"BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE
PORTABILITY AND ACCOUNTABILITY ACT OF 1996
AND THE HEALTH CARE INFORMATION TECHNOLOGY
FOR ECONOMIC AND CLINICAL HEALTH ACT
(BUSINESS ASSOCIATE AGREEMENT)**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, *title XIII and title IV of Division B*, ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- 1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

- 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.
- 1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is

received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.
- 1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

(c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not affect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.

(b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and

shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

- (a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.
- (b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.
- (c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to (562) 940-3335.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

- (a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and
- (b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:
 - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
 - (iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
 - (v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
 - (vi) The name and contact information for the person most knowledge regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official

making the statement, and delay notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

- (a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;
- (b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:
 - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
 - (v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
 - (vi) The notification required by paragraph (a) of this section shall be written in plain language

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

- 2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- 2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

3.0 OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

- 4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
- (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
- (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.

- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.
- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information

ATTACHMENT K

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Bidder or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Bidder or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME _____

Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Contract Director.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 Administration Chapter 2.2.06 DEFAULTED TAX PROGRAM ORDINANCE

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 Administration Chapter 2.2.06 DEFAULTED TAX PROGRAM ORDINANCE**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which: A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract.

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within ten days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;

Title 2 Administration Chapter 2.2.06 DEFAULTED TAX PROGRAM ORDINANCE

8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;

9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;

10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;

12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision; 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026)

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date: _____

INTERNAL REVENUE NOTICE 1015

Website Access

<http://www.irs.gov/pub/ires-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2011)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2011 are less than \$49,078 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2012.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2011 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2011 and owes no tax but is eligible for a credit of \$829, he or she must file a 2011 tax return to get the \$829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their tax return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

Notice 1015 (Rev. 12-2011)
Cat. No. 205991

SSI APPEALS PROGRAM INVOICE FOR

☐ GENERAL RELIEF☐ CALWORKS

Invoice Month/Year _____

Region _____

Contractor: _____

Address: _____

Telephone: _____

Social Security or
Tax ID number: _____

Contract Number: _____

<u>Participant Name</u>	<u>Case No.</u>	<u>SSN</u>	<u>Decision Date</u>
-------------------------	-----------------	------------	----------------------

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

Total Number of Approved Cases: _____

Cost Per Win: \$_____

TOTAL DUE CONTRACTOR \$_____

Contractor's Authorizing Signature

Date _____

CCA's Signature

Date _____

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

1 CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals,
3. partners, or major shareholders;
4. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or
 - c. service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this s_____

Official's Signature

Cert. of No Conflict of Interest

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____ Date: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIERED
COVERED TRANSACTIONS (45 C.F.R. PART 76)**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion -- Lower Tier Covered Transactions (45 C.F.R. Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Proposer shall provide immediate written notice to the person to whom this proposal is submitted if at any time Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “Participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Proposer further agrees by submitting this proposal that it will include the provision entitled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion --Lower Tier Covered Transaction (45 C.F.R. Part 76),” as set forth in the text of the Sample Agreement attached to the Request for Proposals, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Proposer acknowledges that a Participant in a covered transaction may rely upon a certification of a prospective Participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous.

Proposer acknowledges that a Participant may decide the methods and frequency by which it determines the eligibility of its principals. Proposer acknowledges that each Participant may, but is not required to; check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a Participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Expert for transactions authorized under paragraph 4 of these instructions, if a Participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Proposer and/or its subcontractor/Subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer shall attach a written explanation to its proposal in lieu of submitting this Certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Proposer and/or subcontractor/Subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the agreement which is being solicited by this Request for Proposals.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--
Lower Tier Covered transactions (45 C.F.R. Part 76)

Proposer hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractor/Subcontractors is currently debarred, suspended, proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

Dated

Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative



**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**

LIVING WAGE DECLARATION

The contract to be awarded pursuant to this Request for Proposal (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to the County awarding department.

If you are not exempt from the Program, please check the option that best describes your intention to comply with the Program.

- ☐ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage rate of not less than **\$11.84 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s): _____

Company Insurance Group Number: _____

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other: _____
(Specify)

PLEASE PRINT COMPANY NAME:

I declare under penalty of perjury under the laws of the State of California that the above is true and correct:

SIGNATURE:

DATE:

PLEASE PRINT NAME:

TITLE OR POSITION:

County of Los Angeles - Living Wage Ordinance
MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFITS PAYMENTS



Instruction Box: Please complete all sections of this form. (information to complete this form can be obtained from your weekly certified payroll reports) Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

Exhibit IX

[illegible]

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

 Company Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

EEO CERTIFICATION

County of Los Angeles - Living Wage Program

PAYROLL STATEMENT OF COMPLIANCE

I, _____,
 (Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____ on the _____;
 (Company or subcontractor Name) (Service, Building or Work Site)
 that during the payroll period commencing on the _____ day of _____, and
 (Calendar day) (Month and Year)
 ending the _____ day of _____ all persons employed on said work site
 (Calendar day) (Month and Year)
 have been paid the full weekly wages earned, that no rebates have been or will be made either
 directly or indirectly to or on behalf of _____
 (Company Name)
 from the full weekly wages earned by any person and that no deductions have been
 made either directly or in directly from the full wages earned by any person, other
 than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A),
 issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat.
 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.
3. That:
 - A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
 - ☐ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.
 - B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH
 - ☐ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title

Owner or Company Representative Signature:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE YEARS.

OAAC:\RV\A\LWOTrain.Manual\Payroll Statement of Compliance

DEPARTMENT OF PUBLIC SOCIAL SERVICES - SSI APPEALS REPRESENTATION SERVICES
COMPARISON OF COUNTY'S ESTIMATED AVOIDABLE COST TO
CONTRACTING COSTS

September 1, 2012 through August 31, 2015

COUNTY COSTS

DIRECT COSTS

Salaries	\$3,960,000
Employee Benefits (EBs)	\$1,863,000
Overtime Cost	\$0
Total Salaries and EBs	<u>\$5,823,000</u>
Intrepreter Cost	\$ 87,674
Services & Supplies	\$766,586
Total Estimated Avoidable Cost	<u><u>\$6,677,260</u></u>

CONTRACTING COSTS

DIRECT COST

Contract Costs	\$4,843,050
Incremental Costs	
Contract Monitoring/Reviewing	<u>\$0</u>
Total Contracting Costs (Direct plus Incremental)	<u><u>\$4,843,050</u></u>
Savings from Contracting (Avoidable Cost less Total Contracting Costs)	\$1,834,210
Percent of Savings	27.5%

* Contract Monitoring costs are listed as \$0 because the Department will incur the same costs whether County Counsel or the Contractor perform these services.